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The Solicitors' Journal

(ESTABLISHED 1857.)

*** Notices to Subscribers and Contributors will be found on page ii.

NOTICE TO SUBSCRIBERS.—The Index to Vol. 73 (Part II), accompanied our issue of the 25th January last and should be returned with the numbers for binding (see advertisement on page iii). The prepaid Annual Subscription to Vol. 74 (£2 12s.) became due on 1st January.

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Current Topics.

The Lord Chancellor's Maiden Speech.

LAST WEEK Lord SANKEY, as Lord Chancellor, delivered his maiden speech in the House of Lords and was congratulated by Earl BEAUCHAMP on the fact "that he had at last broken silence." The occasion was a public tribute paid to Sir ARTHUR THRING on his retirement as Clerk of the Parliaments, an office which he had held since 1917. In some observations, felicitously expressed, the Lord Chancellor acknowledged his personal indebtedness to Sir ARTHUR, who had, to use Lord SANKEY'S own word, "coached" him in respect of the formal duties falling to him as Prolocutor or Speaker of the House of Lords. As was said long ago by Sir ERSKINE MAY, the position of the Speaker of the House of Lords is somewhat anomalous, for, though he is president of a deliberative assembly, he is invested with no more authority than any other member, in this respect differing from the Speaker of the House of Commons. Thus, the Lord Chancellor has no control over the debates; nor is he referred to as an authority on points of order. Again, if two peers rise at the same time to speak, and neither will give way, the House, not the Lord Chancellor, determines which one should be heard. But as a matter of courtesy, if the Lord Chancellor rises to address the House, he is given precedence over other peers who may rise at the same time. If, however, he desires to take part in debate, he quits the woolsack and addresses their lordships from his place in the House, that is, as laid down by 31 Henry VIII, c. 10, "on the left side of the said Parliament Chamber, on the higher part of the form of the same side, above all Dukes, except only such as shall happen to be the King's son, the King's brother, the King's uncle, the King's nephew, or the King's brothers' or sisters' sons." In view of these various rules and curious traditions a new Lord Chancellor naturally looks for guidance to the Clerk of the Parliaments, who has all such matters at his finger's ends, and he never looks in vain.

Mr. Justice Hill's Pronouncement.

IN THE Divorce Court, on Monday last, Mr. Justice HILL made an important pronouncement affecting the future practice in suits for dissolution brought by wife petitioners. The learned judge indicated a means by which he would compel the husband respondent to disclose the name and identity of the woman in the case, if the court suspected that the husband knew, but refused to divulge the information. The occasion of his lordship's declaration was at the adjourned hearing of a wife's undefended suit, in which adultery was charged with a woman unknown (*Parsonage* v. *Parsonage*, *The Times*, 4th March, 1930). At the previous hearing his lordship having elicited from the produced correspondence that the husband had been associating with a certain woman, ordered an adjournment directing that the husband should be required to give the name. The husband did so, and the petition was amended, and served on the woman named, who did not enter an appearance. In pronouncing a decree *nisi*, his lordship said: "I wish it to be known that I shall continue to pursue this practice when I think that the husband respondent in a divorce suit can give the name of the woman and will not, and the rule will always involve the husband in costs. I hope that husband respondents will take notice of this practice because costs incurred in further investigation in ascertaining the name of the woman will all fall on the husband. If husbands keep the name back it will be very expensive for them."

A Bequest to Suppress the Drink Traffic.

IN *Re Hood* (74 SOL. J. 154), the validity of a bequest, which was in effect for the above purpose, was considered by BENNETT, J. The bequest, it may be observed, was drawn with considerable skill. The testator first recited his belief in the Christian religion, and that "the remedy for the unrest and disorders of the body politic will be found in the application of Christian principles to all human relationships." Obviously, he would carry the bench with him so far. His second recital was his belief that the drink traffic was "one of the most subtle and effective forces in preventing the application of these principles," and he therefore gave his residue for "spreading the Christian principles before mentioned and in aiding all active steps to minimise and extinguish the drink traffic." In effect, BENNETT, J., decided that the

spread of Christian principles so dominated the bequest that it carried the second purpose. In his judgment, he quoted and followed *Re Scowcroft* [1898] 2 Ch. 638, where a testator was held, by STIRLING, J., successfully to have tacked the furtherance of Conservative principles to "religious and mental improvement," and a veto on intoxicants and dancing, in the bequest of a building to be used as a village club and reading-room. It may, perhaps, seem odd that no direct bequest to a temperance society appears to have been judicially considered. In *I. R. Commissioners* v. *Temperance Council* (1926), 42 T.L.R. 618 (which was not apparently quoted by BENNETT, J., though it certainly seems in point), ROWLATT, J., decided on an income tax issue that the Council, the main object of which was to secure a certain line of legislation, was not a charity. *Re Foveaux* [1895] 2 Ch. 501, was not quoted to him, and it may, perhaps, be difficult to reconcile the two cases. In *Re Foveaux*, CHITTY, J., decided that societies for the suppression and abolition of vivisection were legally charities, notwithstanding that their main object was to procure a change in the law by rendering the practice illegal by Act of Parliament. The "drink traffic" (an expression to which, it is understood, distillers and brewers take exception) might, perhaps, be minimised by propaganda without legislation, but could hardly be extinguished. It would be a nice question whether, if prohibition were established here, a bequest to repeal our Volstead Act, on the ground that it fomented disorder and was therefore a hindrance to Christian principles, would be charitable. The fact that legacies for Roman Catholic, Protestant and Jewish purposes are all good, of course indicates that, following St. Paul, we place charity on as wide a basis as possible, and do not trouble about consistency.

Objections before Licensing Justices.

THE *Bromley Mercury* recently gave publicity to a question of considerable interest to practitioners who engage in licensing matters. It appears that at a recent meeting of the justices when applications were being considered, a spokesman appeared on behalf of the National United Temperance Council and proposed to cross-examine witnesses. A member of the legal profession protested, on the ground that the objector was not a local person; he had no local interest and was just a professional opposer. "I protest," he went on, "against his being allowed to usurp the role of advocate." Apparently the bench of justices ruled that the opposer was in order, but it does not appear from the report that he took any further active part in the proceedings. There is here a matter of principle. It is not merely a question whether the rights of the legal profession are being infringed, though even that is not negligible. The point is whether an ardent temperance advocate ought to be heard in every locality in which he chooses to appear, or whether, as suggested by the protesting solicitor in this instance, a "professional opposer" with no local interest in an application should be refused a hearing. Our own view is that a person who opposes an application ought to be in a position to show a local interest and to be qualified to give expression to the opinion of the local community. We base this upon the wording of the Licensing Rules, 1921, and upon the case of *Boulter* v. *Kent Justices* [1897] A.C. 569; 61 J.P. 532. We think, moreover, that to be qualified to give expression to local feeling the opposer should have first had local knowledge of the district, its people, its needs and its views. He should not merely appear as an advocate brought in from outside and given a sort of brief as a spokesman. That kind of appearance, surely, should be confined to barristers and solicitors who can be properly instructed to represent any person or body of persons entitled to be heard. It is true that licensing justices considering these applications are not a court of justice. Nevertheless, we think that appearances before them should be regulated, as far as possible, so that there should not be anything approaching an indiscriminate right of audience. Everybody entitled to be heard should be heard; but others should be precluded from taking a part in the proceedings, not as a matter of punctilio, but as a matter of principle.

Wives Loss of Nationality.

IT WOULD appear from the recent address to the Grotius Society by Mr. F. LLEWELLYN JONES, the solicitor who represents Flintshire in the House of Commons, that almost insuperable legal difficulties stand in the way of British women who marry aliens being permitted to retain, by the English law, their British nationality. Mr. JONES declared himself a supporter of the ideal of the married woman being treated in this respect as on exactly the same footing as the husband, but after a very thorough exploration of all the inquiries, Governmental and juridical, made on the subject since the end of the war, he was bound to admit that it would probably be a very long time before many States would depart from the almost universal practice by which a wife takes the national status of her husband. The Bill which has been introduced in the House of Commons by Captain CAZALET is on the same lines as that presented by Sir JOHN BUTCHER, K.C. (now Lord DANESFORT), in 1922, proposing that a British woman on marriage with an alien should retain her original nationality and that an alien woman marrying a British subject should not automatically become British, and containing subsidiary provisions. The former Bill was remitted to a joint select committee which was equally divided, after taking a great deal of expert evidence, and the Bill was dropped. The present Bill is shelved, and Mr. CLYNES, the Home Secretary, in replying to a deputation of National Council of Women of Great Britain, on 14th January, held out small hopes of government legislation in the direction which they desired. In his address Mr. JONES spoke of a distinct indication that international jurists were favourable to the reform of the law in the direction desired by certain women's organisations, but in fact the results of careful inquiries by the Butcher Committee, the Committee of the Imperial Nationality Conference of 1926, and the Committee of the League on the Codification of International Law were such, as stated by the lecturer, as to show that the only step practicable within international politics is a convention to prevent a married woman from being deprived of a nationality altogether, as sometimes happens. Several lawyers who took part in the ensuing debate at the Grotius Society suggested that there was no real demand on the part of the vast majority of women who have married foreigners to retain their original nationality, and that the agitation of certain women's societies was fictitious, and mainly based upon the unsettled social and international conditions caused by the Great War. Mr. LLEWELLYN JONES himself quoted a declaration by the eminent American lawyer, Professor GARNER, to the effect that the United States Cable Act of 1922 (by which an American woman who marries a foreigner does not lose her American citizenship, and a foreign woman who marries an American does not acquire his nationality) had caused chaos. Thus, by American law, if an Englishwoman marry an American she does not acquire American nationality by marriage, but by English law she does, with the result that she is Stateless, with all the serious inconveniences of that condition. That is an illustration of what happens when a great nation departs from international practice in matters affecting the status of private citizens, but it is nothing to the hardships and anomalies which would fall on the heads of married couples and their children if the rule of double nationality were adopted by Great Britain and the rest of Christendom. Mr. WYNDHAM BEWES, secretary of the Grotius Society, emphasised the cruel injustices and harm that would be caused to the children.

Criminal Law and Police Court Practice.

THE BORSTAL BOY.—The public reads from time to time of the boys who escape from Borstal Institutions, and occasionally, perhaps once a year, glances at a brief report of the work and notes a certain percentage of successes. Only those who take the trouble to read more, or, better still, to visit the institutions, realise how thoroughly the task of turning some of the worst boys and girls in England into decent young men and women has been undertaken, how thoughtfully new plans are made, and how patiently results are awaited.

After-care is a special feature of the system to-day. The economic situation is so difficult that we suppose it must be difficult, if not impossible, to place all the lads in suitable work when they leave; but it is certainly being done to a large extent, and the very great proportion of Borstal lads who really make good, as can be proved, is a tribute to the present system and those who are responsible for its administration.

A common criticism that too much is done for these young offenders overlooks the fact that a sentence of two or three years' detention is quite severe in itself, and that the life of a Borstal lad is one of hard work and strict, though reasonable, discipline; there is no question of softening or spoiling the lads. We therefore welcome the announcement that Borstal boys are in future to be guided in the choice of a vocation by experts of the National Institute of Industrial Psychology, being neither afraid of the word "psychology" nor of the bogey that Borstal will become too popular.

Borstal concentrates its attention, from the moment it receives a lad, upon fitting him to earn an honest living upon his release, which may come quite soon or much delayed according to his behaviour and development. The choice of occupation is considered from the points of view of the lad himself, his parents and his masters; in future they will have also the advantage of trained industrial psychologists, who will examine the lads as they arrive. The Institute has done a great deal of useful work already in other spheres and has been able to check its results. There is, therefore, no question of a sporting experiment; it is a fresh application of established methods in a sphere that promises increased usefulness.

PROBATION AT THE OLD BAILEY.—Probation naturally finds its fullest scope in courts of summary jurisdiction. Courts of assize or of quarter sessions deal mostly with crimes of gravity or with offenders with bad records, and it is not to be expected that many cases will be deemed suitable for probation. Of late years, however, probation has been used with a certain degree of frequency even at courts of assize, and the Central Criminal Court has achieved a notable amount of success. The court has two probation officers assigned to it. Only this week the learned Recorder gave examples of good results obtained with men of bad records. The report of the work of the children's branch of the Home Office (which includes probation work among adults) issued in November, 1928, said: "As regards courts of assize, it will be seen that while the system of binding over is adopted in a substantial proportion of cases (346),* the number of probation orders is much smaller (58), but there has been a marked increase in the number of probation orders in the last two years, which may be attributed to the Criminal Justice Act, 1925, which has made it the duty of probation officers attached to petty sessional divisions to supervise cases from assize courts when required to do so. It may be anticipated that under the new organisation an increasing use of the services of probation officers will be made by assize courts." The increase is, doubtless, also due to the fact that the probation system has amply justified itself and, having passed beyond the experimental stage, is being employed with more confidence than in its earlier days. Its limitations at such courts as the assizes are obvious, but it is the tendency to increase that is encouraging to believers in probation.

* The figures refer to the year 1927.

Rating and Valuation (Apportionment) Act, 1928.

II.

FOLLOWING on our preceding article, which dealt only with motor engineer's workshops, we proceed to discuss a few of the many other decisions of quarter sessions dealing with the difficulties of the interpretation of this Act as applied to industrial premises.

One case which might have been mentioned in our previous article may be referred to. Probably the earliest case in which the inclusion in the special list as an industrial hereditament of premises used by the occupiers for the reconditioning of their own motor vehicles was one heard by the Recorder of Stoke-upon-Trent in September. The premises were used by a company owning a fleet of omnibuses, and it was contended on behalf of the revenue officer that as the primary purpose was to supply the needs of the occupiers, the premises were not within the Act. The Recorder, however, failed to see that the Act warranted the drawing of any such distinction. He held that if the user was ancillary to the business of the occupiers, that did not affect the fact that the primary user of the premises was industrial within the meaning of the Act and dismissed the revenue officer's appeal.

In two analogous cases at the London Quarter Sessions wharves used for the repair of the occupiers' (lightermen's) own craft were held to be industrial hereditaments.

The question of whether certain work done on goods is sufficient to negative the contention that the primary user of the premises in which they are dealt with is that of a wholesale distributive business (and so excluded from the benefit of de-rating) has been the subject of many decisions of which we give a few instances.

At Stoke-upon-Trent again there was an appeal by the revenue officer against the inclusion in the special list of premises occupied for the purpose of paint mixing. Evidence was given to show that the occupiers received on the premises kegs containing a thick paste (white lead, etc.) and that the paste was mixed by hand with turpentine and the resulting paint ready for use was put into tins for sale to retailers. For the revenue officer it was contended that this was merely a case of wholesale distribution and that the business was commercial not industrial, and an analogy was sought to be drawn between this process and that of mixing chicory with coffee. For the respondents it was argued that the process consisted in mixing different ingredients to produce a different saleable commodity. (In *Hoare* v. *Green* [1907] 2 K.B. 315, it was held by a Divisional Court that a separate room at a florists where wreaths were made by wiring flowers and leaves on to ready-made foundations was a workshop.) The Recorder accepted the respondents' contention and dismissed the appeal.

The same question has been argued on several occasions with regard to metal merchants' yards and rag merchants' and waste paper merchants' premises.

A case of a scrap metal yard tried before the North Riding Quarter Sessions Committee at Northallerton in October was deemed of sufficient importance for the Solicitor-General to appear for the appellant, the revenue officer. A considerable amount of machinery was installed by which scrap metal was broken up into suitable size for sale for remelting, whilst wrought iron and steel were cut up by shears and oxy-acetylene burners, and light stuff was pressed into bales by hydraulic presses. A certain amount of reconditioning of old engines and repair of boilers and other work was done, but it was admitted that this formed a minor part of the business, and the issue was the user of the premises as a scrap metal yard. It was argued on behalf of the appellant that the work was analogous to that done in a shop for customers or in ordinary wholesale premises to the cutting off of lengths or pieces ordered by the retailer, though it was admitted that where the occupiers of large steel works had their own scrap metal

yard, such yard would be included with the rest of the premises as industrial hereditaments. The bench, by a majority only, decided that the premises were industrial and dismissed the appeal.

An appeal in a second case nearly on all fours with the former met with the same result.

Another case of a scrap metal yard where the metal was broken, cut and bundled for sale came before the Recorder of Smethwick in October. The Recorder, in giving his decision dismissing the revenue officer's appeal, said the appellant in order to substantiate his claim must satisfy him that the respondents stored the goods only and sold them as received.

A contrary decision was reached by the Recorder of Cardiff in a similar case of a scrap metal yard in which also expensive machinery was installed for breaking, cutting and bundling the scrap for sale as pig iron. The Recorder accepted the contention of the revenue officer that the process was only ancilliary to a distributive business and allowed his appeal.

Mere sorting and grading, however, has been held at the London Quarter Sessions to be insufficient to take the premises out of the class of those used for wholesale distributive businesses. Three such cases, one of rag sorting and two of rag and metal sorting, were heard on appeal by the revenue officer in October and November, the Solicitor-General appearing in two of them. The decision is in accordance with that in *Paterson* v. *Hunt* (1909), 101 L. T. 571, in which it was held that rag sorters' premises on which a very small proportion of the rags were passed through a "shaker" to remove dust, but otherwise nothing was done but sorting and grading, were not a factory within the Factory and Workshops Act, 1901.

It is interesting to note the distinction drawn between the last cases and two cases dealing with the inclusion in the special list of a wastepaper merchant's premises, also tried at the London Quarter Sessions in October. Machinery was installed for cleaning, cutting up and pressing the paper into bales for sale, and, on the premises with which the second appeal was concerned, also machinery for pulping government confidential waste. The premises were registered as factories, but the Solicitor-General argued, at any rate in one case, that the premises did not constitute a factory, quoting *Paterson* v. *Hunt* above referred to. The court held that the work done in connexion with the preparation of the goods for sale entitled the occupiers to have the premises classed as industrial.

A somewhat different case from that of the ordinary rag merchant produced a difference of opinion amongst the West Riding Quarter Sessions Committee. The premises were a rag warehouse where cuttings of woollen cloth were sorted and blended to furnish the raw material for the manufacture of certain qualities of woollen cloth. It was argued that this was a salvage industry and was a first process in the manufacture of the cloth. The court was divided in opinion, but by a majority held the premises were non-industrial.

Two cases of butter blending premises have been before the London Quarter Sessions. In one of them the premises were held to be industrial and in the other non-industrial. The question in each case turned on the degree to which the premises were used for blending on the one hand and for storage and/or sale of butter as received on the other.

Another interesting case was that of premises used for egg pickling which came before the Recorder of Newcastle-upon-Tyne. The respondents, the occupiers, contended that the lime solution altered the nature of the egg shells. The Recorder held that the premises were industrial and stated he was unable to distinguish the process from that of tinning tongues.

The position under the Act of builders' yards has been raised in a number of appeals.

In a case before Sir H. Curtis Bennett, K.C., Recorder of Colchester, the premises were described as dwellinghouse and builders' and contractors' yard.

The occupiers were the appellants, and contended that the net annual values should be house £22, non-industrial premises £35, industrial £68. The revenue officer stated that, if apportioned, the last two items should be £61 and £43 10s. The premises included joinery and blacksmith's shops in which articles were made for use in buildings erected under contract, and to a minor extent for sale. The Recorder found the premises were primarily used for purposes which would exclude them from de-rating relief and that the industrial work carried on was ancilliary only to the occupiers' business as builders, with the result that no part was to be inserted in the special list as industrial.

An appeal by Messrs. Holloway Bros. Limited in respect of their premises came before the London Quarter Sessions in October. Evidence was given for the appellants that their workshops occupied 7,000 feet super and storage premises 22,000 feet super, part of the latter being uesd for plant and material used for reconditioning. The revenue officer contended that the office accommodation was at least 50 per cent. in value of the whole, whilst any storage space necessary for the industrial part of the business was not more than 50 per cent. of the whole in area, so that the primary user of the whole premises was for offices and storage. The court agreed that the workshops and storage space necessary for the business carried on in the workshops was ancillary to the primary user for offices and storage and dismissed the appeal.

On the other hand, the Hereford Quarter Sessions Committee dismissed the appeal of the revenue officer where the builder had sawmills and joiners' shop with an area of 7,410 square feet as against 37,118 square feet non-industrial, and confirmed the decision of the Assessment Committee apportioning the assessment.

It may seem surprising that the Treasury advisers have challenged the propriety of including in the special list as industrial hereditaments premises in which newspapers are printed. There have been several test cases, some of which, it is understood, are being taken to the High Court. One of the earliest cases was that before the Recorder of Cardiff concerning the premises of the *Western Mail and Evening Express*. The Assessment Committee had apportioned the assessment, industrial £990, non-industrial £710. There were two appeals, one by the revenue officer against the inclusion of any part as industrial, and the other by the proprietors against the inclusion of any part as non-industrial. For the revenue officer it was argued that the premises in so far as not offices were those of a wholesale distributive business. The contention stripped of all trimmings seems to have amounted to this: that the newspaper proprietors bought rolls of paper, cut them up into lengths, folded them and sold them to newsagents, as a wholesale draper or cloth merchant sells lengths of cloth to tailors. The Recorder held that the premises were industrial and not wholesale distributive, and on the evidence that the non-industrial parts (offices, etc.) were less in annual value than 10 per cent. of the industrial part, and therefore the whole premises would be classed as industrial.

A revenue officer's appeal against the inclusion of part of the *Daily Mirror* premises as industrial was also dismissed by the London Quarter Sessions, and a similar decision was reached by the Recorder of Leeds.

(*To be continued.*)

Matrimonial Jurisdiction of Justices.

Some Recent Cases.

In *Weatherley* v. *Weatherley* (1929), 46 T.L.R. 28, a Divisional Court found it necessary to set some limit to the granting of a wife's application for maintenance. The trend of action under the law as amended by the Summary Jurisdiction (Separation and Maintenance) Act, 1925, which made a complaint of neglect to maintain possible without its having caused the wife to leave her husband, has been to grant such applications rather

lightly, and some of the decisions of the High Court, insufficiently pondered, have been thought to lend countenance to this laxity. Now the sound position is whole-heartedly re-affirmed. Primarily, a wife's right to maintenance is a right to be kept while in cohabitation with her husband (cohabitation is not used here in the artificially restricted sense of practising sexual intercourse, but of the wider one of a couple living a joint matrimonial life). That right, hers by the common law, has been extended so as to enable her to claim maintenance while lawfully living apart from him. Where a husband has never wilfully failed in his marital obligations, taking them generally as the relations of husband and wife, the latter cannot disclaim her duties and sustain an application for maintenance apart.

In *Jones* v. *Jones* (1929), 46 T.L.R. 33, a case decided the same day, the point was emphasised. The whole proceedings in the police court were stigmatised as very irregular, but their irregularity is not altogether surprising to those who have seen how far some benches of magistrates will go in supporting the wife at all costs.

In *Ebert* v. *Ebert* (1930), a case heard in the Divorce Court on the 14th January last, the revocation of an order on the ground of adultery, on an admission by counsel for the wife, was challenged but upheld. Counsel having consented to the revocation, it is a little difficult to see why the case was taken higher. He must have been satisfied that his client could not deny the evidence which would be forthcoming.

In *Meek* v. *Meek* (1930), heard in the same court on the same date, there was an attempt to argue that a wife's refusal to sleep with her husband amounted either to her desertion of him or to reasonable cause for his desertion of her. She had objected to his association with another woman. It was long ago laid down (*Synge* v. *Synge* [1900] P. 180; *Davis* v. *Davis* [1918] P. 85) that unreasonable refusal of sexual intercourse was reasonable cause for leaving and living separate; but such a refusal when a spouse is showing marked preference for some person of the opposite sex is obviously in a different category.

Norris v. *Norris* (1930), in the Divisional Court on the 15th January, dealt with the very just and useful provision in the Summary Jurisdiction (Separation and Maintenance) Act, 1925, by which an order is not to be set aside on the ground of adultery where the wife's adultery is conduced to by the husband's neglect to pay under the order. This obviously meant where the wife succumbed to temptation under economic pressure. An unreflecting bench refused to revoke where the wife was admittedly earning enough to keep herself. The appeal against their refusal to revoke was upheld.

Several cases on marriage law affect the matrimonial jurisdiction of justices as they affect that of the Divorce Court. *Spivack* v. *Spivack* (1930), 74 Sol. J. 155, before the Divisional Court on the 16th January, upheld a Jewish marriage in Poland. A case that would have been very useful in argument for the wife seems to have been overlooked, namely, *Carlin* v. *Carlin* (1906), 70 J.P. 143. These Jewish marriages are frequently difficult of proof, but proof is reduced to a minimum. Once a ceremony of marriage has been established the onus of proving its invalidity is on the other side. The decision in *Nachimson* v. *Nachimson* (1929), 74 Sol. J. 14, Divorce Division, 12th and 17th December, which laid down that Soviet marriages were no marriages at all in the eyes of English law (a conclusion correct in law but distressingly unsatisfactory) was of course attempted to be used further than it would go.

The case of *Papadopoulos* v. *Papadopoulos* (1929), 73 Sol. J. 466 and 797, Divorce Division, 5th November; and *Berthiaume* v. *Dastous* [1929] Privy Council, 16th July, 1929, were cases on the conflict of laws in relation to marriage. They reaffirm very positively that the validity of marriage is governed by the law of the place where it is contracted.

Duty to Trespassers.

A very interesting case relating to the liability of an occupier of premises towards trespassers arose in *Moulton* v. *Poulter*, *The Times*, 28th February. The defendant, who was an independent contractor, was felling a tree on land adjacent to the highway belonging to a builder. The land was unfenced, and the plaintiff was playing on it with other children while the defendant was felling the tree. The defendant drove the children away, but when the last root had been cut and the tree was about to fall within two or three minutes, the defendant gave no warning to clear away the children who had again assembled. The plaintiff was hit by the falling tree and injured. The learned county court judge found that the defendant was negligent, but came to the conclusion that there was no duty on the part of an occupier towards a trespasser in such cases, and thereupon gave judgment for the defendant in law. A Divisional Court of the King's Bench (Scrutton and Lawrence, L.JJ., sitting as additional judges of the King's Bench Division), reversing the decision of the learned county court judge, held that the plaintiff was entitled to succeed and accordingly entered judgment for the plaintiff for £25, with costs. Scrutton, L.J., pointed out that if there were a continuing trap on land, such as a pond containing poisonous liquids, a trespasser must take the land as he found it, but it was quite different if a change was made in the conditions affecting the land, such as starting a rope, felling a tree, or blasting. In such a case the duty imposed, even in the case of trespass, was to give warning. The above case merely illustrates the extraordinary difficulty which arises in determining the liability of an occupier of property towards those persons who come upon the premises. It is well established that an occupier is under no duty to take care of a trespasser, save that he must not intentionally create a source of danger upon his premises for the purpose of hurting a trespasser unless such source of danger is reasonably necessary to protect the property from trespass. At one time there was an impression that a child trespasser might be regarded in a more favourable light than an adult who was trespassing in the same circumstances. Thus, in *Cooke* v. *Midland Great Western Railway of Ireland* [1909], A.C. 229, we find Lord Collins saying (at pp. 241, 242): "tempting or even allowing children to make a plaything of a dangerous machine without taking adequate, or indeed any, precautions against the probable danger of mischief through their imprudence is a form of benevolence which ought not to be encouraged." In that case a railway company kept a turntable unlocked on their land close to a public road, and the company's servants knew that children were in the habit of trespassing and playing with the turntable to which they obtained access through a well-worn gap in a fence which the railway company were bound to maintain. A child between four and five years of age was injured while playing upon the turntable. The jury found that the fence was in a defective condition through the negligence of the defendants; that the plaintiff was allured through the fence and up to the turntable by the negligence of the defendants; and that it was by reason of the defendants' negligence and as the effective cause of it that the misfortune occurred. The case being carried to the House of Lords, it was held that there was evidence for a jury of actionable negligence on the part of the railway company. Their lordships appear to have regarded the injured child as a licensee, but Lord Loreburn, L.C., regarded the case as "near the line" and the evidence as very weak. Any idea, however, that children may be regarded as trespassers instead of licensees on account of their ignorance and tender years was clearly demolished by the House of Lords in *Robert Addie & Sons (Collieries), Ltd.* v. *Dumbreck* [1929], A.C. 358, where Lord Buckmaster said (at p. 379): "It is essential in considering this case first to determine in what capacity the child was upon the appellants' premises when the most lamentable accident occurred which robbed

it of life, and, secondly, to keep clearly in mind the distinction between a moral and a legal obligation." In that case the accident happened in a field at a spot about a hundred yards from a public road. The field, which belonged to a colliery and was used as a dump for the deposit of ashes from the pithead, was separated from the public road by a hedge in which there were numerous large gaps. On the field there was a haulage system which consisted of an endless wire cable operated from time to time, as might be necessary, from the pithead by an electric motor, while at the other end of the system, which was not visible from the pithead, there was a heavy horizontal iron wheel round which the cable passed and returned. The wheel at the front, where the cable entered and left, was in no way enclosed or protected, while on the top it was covered by four covering boards. The appellants' employees at times warned the children out of the field, but, as the appellants knew, the children disregarded such warnings and the watch kept by the appellants' servants was casual and ineffective. A child four years old sat on the cover of the wheel in close proximity to the pulley rope, and was killed by being drawn into the mechanism when it was set in motion by the appellants' servants. It was held by the House of Lords that the child was a trespasser and went on the premises at his own risk, and that the colliery company owed him no duty to protect him from injury. Viscount DUNEDIN said (at p. 376): "In cases of trespass there can be no difference in the case of children and adults, because if there is no duty to take care that cannot vary according to who is the trespasser." In *Excelsior Wire Rope Company, Ltd.* v. *Callan* (decided by the House of Lords on 6th February, 1930), there was a strip of land adjacent to the recreation grounds of the City of Cardiff. The fence between these two lands broke down so that children were able to get over. On that strip of land there was an endless wire rope which was run two or three times a week for the purpose of working trucks. Children were in the habit of playing about when the rope was not running, which fact was known to the people responsible, who sent persons to see that the rope was in running order and to chase the children away. A man was stationed twenty yards away from the winding machine in a position where he could see whether children approached the rope. On one occasion he omitted to look when he started the rope, and the result was that two children were injured. The Court of Appeal assumed that the children were trespassers and held that the persons who had obtained a licence to operate the rope, as they could have seen the children before starting the rope, were guilty of negligence, because they had *changed the conditions on the land*; and that decision was subsequently affirmed by the House of Lords. The distinction between *Robert Addie & Sons (Collieries), Ltd.* v. *Dumbreck, supra*, and *Excelsior Wire Rope Company, Ltd.* v. *Callan, supra*, appears to be that in the former case those who worked the haulage system could not see (persons approaching) unless they walked up the hill, whereas, in the latter case, a man was stationed within twenty yards of the place where the rope was started and from which position he was able to see persons approaching the rope. It is respectfully submitted that the distinction is a fine one, but in all these cases it is necessary to be prepared for such distinctions. But the proposition that the responsibility of an occupier towards trespassers is liable to be varied by reason of a change in the conditions affecting the land is calculated to create much food for controversy in the future. In this connexion one can imagine numerous difficult questions arising, of which the following may be given as an illustration: A man enters a warehouse (without any leave or licence or invitation) and falls down an uncovered pit inside the premises. He is a trespasser and obviously cannot recover. But suppose the pit is covered, and, at the time when the trespasser is in the warehouse, some workmen in a room underneath the pit are engaged in repairing the covering of the pit. At the very moment that the trespasser steps upon the covering of the pit, one of the workmen negligently pushes a saw through the covering from underneath; the trespasser trips up on the saw and is injured. Has there been a change in the condition of the premises by reason of the workman negligently creating a source of danger which did not exist a moment before the accident to the trespasser occurred, and if such a change has taken place, is the liability of the occupier enlarged? One can imagine many similar cases, and it is clear that the last word has not yet been said as to the liability of occupiers towards trespassers.

Company Law and Practice.

XIX.

THE issue of shares at a discount was, before the 1st November, 1929, illegal in this country (see *Ooregum Gold Mining Company of India* v. *Roper* [1892] A.C. 125). It has, however, in the past been possible, under certain circumstances, to obtain a result which was practically equivalent to making an issue at a discount, because a company is not compelled to accept cash for any shares issued by it, but can accept as consideration property of other kinds, or services. And the actual value of the consideration in such a case could not be too closely inquired into, unless it was really illusory or there was fraud present (see *re Baglan Hall Colliery Co.*, 5 Ch. App. 346). Further, s. 89 of the Companies (Consolidation) Act, 1908, allowed a company to pay a commission to any person in consideration of his subscribing, or agreeing to subscribe, or procuring or agreeing to procure subscriptions, if the payment was authorised by the articles, and did not exceed the amount authorised by the articles. The court did, however, endeavour to draw the line somewhere, as in the case of *Keatinge* v. *Paringa Consolidated Mines Ltd.* [1902] W.N. 15, where KEKEWICH, J., granted an injunction restraining the issue of shares on the terms of paying a commission at the rate of 90 per cent. This was not a decision that shares could *not* be issued subject to the payment of 90 per cent. commission, but merely an affirmation of the principle that the issue of shares at a discount was illegal, for it was there held on the particular facts (there was a further commission of 10 per cent. payable on a part of the issue) that this was in substance merely the issue of shares at a discount. There were provisions in the old s. 89 for disclosure in the prospectus, or statement in lieu of prospectus or other filed statement, and in any circular or notice not being a prospectus which was sent round inviting subscriptions, of the amount or rate per cent. of the commission. Thus there were, in effect, in existence two ways in which a transaction practically amounting to the issue of shares at a discount could be carried out, and it is difficult to see how these two methods of avoiding the rule could be made illegal without unduly restricting the proper operations of the business community.

The new legislation has taken what appears to be the proper course by granting a qualified permission to companies to issue shares at a discount, by s. 47 of the Companies Act, 1929; and at the same time it has taken the opportunity of limiting the rate of commission which a company may lawfully pay to 10 per cent. of the price at which the shares are issued or the amount or rate authorised by the articles, whichever is the less (s. 43, replacing s. 89 of the Act of 1908).

The issue of shares at a discount is only possible subject to stringent provisions designed to safeguard the interests of the company and investors, of which the principal one is that the issue must be authorised by the company in general meeting and sanctioned by the court; in the absence of judicial decision one can hardly say when and under what conditions the court will be prepared to sanction the issue, but it may be assumed that it will be incumbent upon any company which applies for sanction (under s. 47 (2) the company is to be the applicant) to show that such an issue is desirable in the interests of the

company as a whole and the various classes of shareholders—the section says that the court may, if, having regard to all the circumstances of the case, it thinks proper, make an order sanctioning the issue on such terms and conditions as it thinks fit. The application is made by petition (Ord. 53B, r. 5 (*f*)).

The section further provides that the company's resolution must specify the maximum rate of discount at which the shares are to be issued. It is interesting to notice that the Wrenbury Committee of 1918, dealing with this question, suggested that the maximum discount should not be more than 5 per cent. below the market price of similar existing shares if there was a market price, or 5 per cent. below the price at which the existing shares would on transfer be taken for *ad valorem* duty, and that the discount should never exceed 50 per cent. The Greene Committee suggested that the limit of 5 per cent. below market value should be increased to 10 per cent.

Neither of these suggestions have been adopted, but neither of the above-mentioned committees suggested the necessity of the sanction of the court.

At least a year must, at the date of the issue, have elapsed since the date on which the company was entitled to commence business (the Wrenbury Committee suggested five years) and the shares to be issued at a discount must be issued within one month after the sanction by the court, or such extended time as it allows. Every prospectus relating to the issue of the shares, and every balance sheet subsequent to the issue, must contain particulars of the discount allowed, or of so much as has not been written off at the date of the issue of the document in question.

The annual return must also specify particulars of the discount allowed on the issue of any shares issued at a discount, or of so much of that discount as has not been written off at the date on which the return is made (s. 108 (3) (*g*)).

(*To be continued.*)

A Conveyancer's Diary.

Restrictive Covenants.

I had not intended to return to this subject, but several correspondents have written to the Editor with regard to views which I expressed on the effect of s. 198 of the L.P.A., 1925, and I think that I must deal with the points raised.

In the first place I must remind the reader that what I really said in my previous articles was that if the decision of EVE, J., in *Forsey and Hollebone's Contract* [1927] 2 Ch. 379 were correct, a purchaser under an open contract would be saddled with notice of restrictive covenants registered under the L.C.A., 1925, although in fact not disclosed to him, and would not be able to set up the existence of such covenants as a ground for the rescission of the contract. I did not deal with the question as to how far the purchaser would be prejudiced in a case where the contract expressly provided for a good title being shown or that the land would be sold free from incumbrances. I may add however that (again assuming EVE, J., to have been right) the same result would seem to follow even in such a case. In fact *Forsey and Hollebone's Contract* was such a case.

In his letter published last week "A. B. C." refers to *Flight* v. *Booth* (1834), 1 Bing. N.C. 370; *Phillips* v. *Caldcleagh* (1868), L.R. 4 Q.B. 159; *Rudd* v. *Lascelles* [1900] 1 Ch. 815; and *Pemsel* v. *Tucker* [1907] 2 Ch. 191.

These are all well-known cases upon the subject of the rights of a purchaser where there has been misdescription or non-disclosure of material matters affecting the title on the part of the vendor, but they do not directly bear upon the point under discussion, namely, what is the effect of non-disclosure of restrictive covenants where, at the date of the contract, the purchaser knew that the property was subject to such covenants.

The case most in point is *McGrory* v. *Allendale Estate Coy.* [1918] A.C. 503. There the law was stated by Lord Finlay, L.C., as follows:—

> "The law is clear that if there is a written agreement of sale which expressly provides that a good title is to be made, it is not open to the vendor to prove that at the time of the contract the purchaser knew of a defect in the title for the purpose of leading to the inference that a good title was not to be shown in that particular. This would be to vary a written contract by parol evidence. But if the contract is open, the obligation which the law would import into it to make a good title in every respect may be rebutted by proving that the purchaser entered into the contract with knowledge of certain defects in the title. The inference in such a case is that he was content to take a title less complete than that which the law would otherwise have given him by implication."

Now, s. 198 of the L.P.A., 1925, puts the purchaser in the position of having actual notice of the covenants at the date of the contract. Therefore, where the contract is open, the inference is that he intended to purchase subject to the covenants. Where, however, the contract expressly provides for a good title to be shown or that the land is sold free from incumbrances, the vendor was formerly in this difficulty—he could not adduce evidence to show that the purchaser knew of the covenants at the date of the contract, the reason being that parol evidence cannot be called to vary or contradict a written document. But, said EVE, J., in effect, that reason no longer applies in the case of registered restrictive covenants, for the vendor does not need to prove the purchaser's knowledge, since the law imputes actual notice to him. The result is that the purchaser is in the same position as if the contract were open.

That is the line of argument by which the decision of EVE, J., was arrived at.

I do not say that the decision was right, but I suggest that if right as to town planning schemes, it applies also to restrictive covenants. Further, although appreciating much that may be said against it, I cannot help thinking that the decision will not be so easily upset as some writers seem to consider.

Order of Application of Assets.

The full report of the case of *Re Kempthorne* [1930] 1 Ch. 268, is now available, and the judgments of LAWRENCE and RUSSELL, L.JJ., on the second point for decision are very interesting reading.

I wrote on this subject in the issue for 1st February with reference particularly to the question of the liability of a lapsed share in residue for payment of debts, etc., when there was a direction for payment out of the whole residue. The judgments in the Court of Appeal call attention to some nice points which are left open and present no little difficulty.

The reader will remember that s. 34 (3) of the A.E.A., 1925, provides that where the estate of a deceased is solvent then, subject to the provisions (if any) contained in the will, the debts, etc., are payable out of the assets in the order mentioned in Part II of the 1st schedule to that Act.

The order in Part II is, stated shortly and as far as is material, as follows:—

(1) Property of the deceased undisposed of by will;

(2) Property of the deceased not specifically devised or bequeathed but included (either by a specific or general description) in a residuary gift;

(3) Property of the deceased specifically appropriated or devised or bequeathed (either by a specific or general description) for payment of debts;

(4) Property of the deceased charged with or devised or bequeathed (either by a specific or a general description) for the payment of debts.

In *Re Kempthorne*, the testator devised to his brother, Charles, all his freehold and copyhold property and gave all

his leasehold property and personal estate and effects, subject to the payment of his funeral and testamentary expenses, debts and legacies, upon trust for division amongst his brothers and sisters. Some of the residuary legatees predeceased the testator and their shares lapsed.

MAUGHAM, J., decided that the leasehold property and personal estate and effects were bequeathed subject to a charge for payment of debts and the case came under para. (4), and that that did not affect the circumstance that under para. (1) the undisposed of (i.e., lapsed) shares were primarily liable.

The Court of Appeal reversed that decision.

LAWRENCE, L.J., in the course of his judgment, said: "Under the provisions of s. 34 (3) and the schedule property included (either by a specific or general description) in a residuary gift would have to be exhausted before other property comprised in either the third or fourth item could be resorted to. It follows that the property mentioned in paras. (3) and (4) of the schedule cannot comprise property included in a residuary gift either under a specific or general description. The third and fourth items of property must, therefore, be read as referring to property other than property included in a residuary gift." The result was that the gift of the leasehold and personal estate was held to come under para. (2), and there was no property which could be classed under paras. (3) or (4).

The interesting point which arises and was referred to but not directly decided in the judgments, is this: Suppose there had been some property which could be properly placed under paras. (1) or (2), and other property under (3) or (4), what would the order be?

It is plain from s. 34 (3) that the order mentioned in the schedule is subject to any provisions contained in the will, and para. 8 (*a*) of Part II provides that the order of application may be varied by the will.

It is also clear from the judgments in *Re Kempthorne* that no part of the residue can be placed under paras. (3) or (4), and that the residue (para. (2)) must be exhausted before (3) or (4) is resorted to.

It is likewise obvious that neither (3) nor (4) can exist at all except under an express provision in the will with regard to payment of debts.

The problem thus presented seems to be insoluble.

To take a simple example: A testator specifically devises Blackacre to X, subject to a charge for payment of debts (para. 4). He devises and bequeaths his residuary estate to Y without mentioning debts (para. 2).

Here is a clear provision in the will that the debts are primarily to be paid out of Blackacre. But the Court of Appeal says that para. (2) must be exhausted before para. (4) is resorted to, therefore the debts must come out of the residue and not out of Blackacre.

It is the more difficult to understand this result because LAWRENCE, L.J., said: "I agree with the view expressed by ASTBURY, J., in *Re Petty*, that the statute did not intend to interfere with a testator's right to deal with his own estate as he liked." Yet, in the case which I have supposed, the effect of his decision would be to defeat the expressed intention of the testator.

RUSSELL, L.J., delivered judgment to the same effect as LAWRENCE, L.J. In the course of it he said: "Neither para. (3) nor (4) can apply or be intended to apply to a disposition of a general or residuary nature, because the operation of the schedule is such that resort is not to be had to the items covered by paras. (3) and (4) until all property of the deceased comprised in a residuary gift has been exhausted."

It seems, therefore, impossible for a testator to provide for payment of debts, etc., out of any specific property or fund devised or bequeathed expressly for that purpose if he leave sufficient residuary estate, disposed of or not, to discharge them.

So it appears that the statute does "interfere with a testator's right to deal with his own estate as he likes" after all.

Landlord and Tenant Notebook.

Waiver of Notice.

The nature of what is called waiver of a notice to quit or to determine has been much misunderstood, the misunderstanding probably being due to a false analogy unconsciously drawn between determination by notice and determination by forfeiture. Any act recognising the tenancy, such as demanding rent, will suffice to waive forfeiture; the waiver is complete without any move on the part of the tenant. But a notice to quit is something which cannot be withdrawn at the option of the party giving it: *Tayleur* v. *Wildin* (1868), L.R. 3 Ex. 303; both parties must concur, and if the notice be one given by the landlord, his subsequently demanding rent will not, in itself, effect waiver: *Blyth* v. *Dennett* (1853), 13 C.B. 178.

In *Keith, Prowse & Co.* v. *National Telephone Co.* [1894] 2 Ch. 147, circumstances which in the contemplation of the unsuccessful party were never designed to have that effect brought about a waiver. The original agreement, which provided for the use of plant and wires, was held to be a tenancy agreement. The plaintiffs had held over on its expiration. They later gave a proper six months' notice to quit, whereupon the defendants, taking advantage of a minor clause in the original contract (whether this was impliedly incorporated in the yearly tenancy was not argued), purported to exercise an option to determine the agreement forthwith. But at the same time they demanded not only back rent, but rent for the (whole of the) current quarter, which expired the following day. This the plaintiffs promptly paid. It was held that the demand *and receipt* of rent for that day effected a new holding over on the old terms, for the defendants could not approbate and reprobate.

Whilst agreement is necessary, it may be inferred, and it is important to bear in mind that there are circumstances under which irresistible inferences will be drawn by courts of law. Thus, if a tenant who has been given notice to quit pays what he calls rent and the landlord accepts the money, the fact that the landlord receives it not as rent but "on account of use and occupation" will not prevent the court from holding that the notice has been waived, for in law the person paying has the right to say what the money is for: *Hartell* v. *Blacker* [1920] 2 K.B. 161.

More striking illustrations of the true nature of waiver of notice are provided by cases in which third parties are concerned. Thus, in *Tayleur* v. *Wildin*, *supra*, the landlord sought to enforce a guarantee of rent. But it appeared that since the guarantee was given the tenant had twice been given notice to quit whilst in arrear, and on each occasion the notice had been withdrawn on his paying up. The surety accordingly took the view that the rent owing was not the rent he had guaranteed, and his contention prevailed; the court held that the tenancy to which his undertaking related had in fact been put an end to by agreement.

This decision, though subsequently disapproved by the Court of Appeal in Ireland when dealing with land legislation applicable to that country, was approved in *Freeman* v. *Evans* [1922] 1 Ch. 36 (C.A.), a case which affected the position of a sub-tenant. One defendant, a mesne lessor, was under a covenant and condition prohibiting sub-letting the whole or part, but had in fact sub-let part to his co-defendant before the plaintiff had acquired the reversion. After that, the mesne lessor was desirous of raising the sub-tenant's rent, and, as the latter would not agree, gave him a good notice to quit. Thereupon the sub-tenant "accepted" the new figure, and the arrangement was confirmed by the mesne lessor. Under these circumstances the superior landlord took proceedings for forfeiture on the ground that there had been a fresh sub-letting. As was observed by the court, from the business point of view all that had happened was that the parties to the negotiation were carrying on at a different rent; but in law, as the party to whom notice to quit is given is

entitled to insist upon it, it cannot be withdrawn without the consent of both. Consequently there was a new tenancy.

Similar observations were made by LUSH, J., and SHEARMAN, J., in *Davies* v. *Bristow, Penrhos College, Ltd.* v. *Butler* [1920] 3 K.B. (in which acceptance of rent from a *statutory* tenant after notice to quit given was held not to bring about a new tenancy). For, unlike an act of forfeiture, which makes a lease voidable, a notice to quit determines it; nothing short of a new agreement will restore the relationship; and the parties must be *ad idem*, as in all cases of contract. And once a notice to quit has in fact expired, he who gave it can no more "waive" it than he can stay the effluxion of time.

The headnote to one of the cases we have cited speaks of waiver of notice bringing about a new tenancy. In conclusion, we submit that it is the converse that actually happens.

Our County Court Letter.

PERSONAL INJURIES FROM DANGERS UNDERFOOT.

LIABILITY for the above under the Workmen's Compensation Act has been considered in three recent cases. In *Dixon* v. *Owners of s.s. Ayresome*, at North Shields County Court, the applicant's husband had been trimming coal in the respondents' vessel. In stepping from the bulwarks of the ship towards the staith, around which there was a handrail, the deceased had slipped, and had sustained fatal injuries. His Honour Judge Greenwell held that the accident did not arise out of and in the course of the employment, and he therefore decided in favour of the respondents. In the Court of Appeal, however, Lord Justice Scrutton pointed out that every day men stepped from the bulwarks to the quays, alongside which the ships were lying, and the practice (although it was risky) was constantly followed. There was no evidence to justify the finding that such a thing was so far removed from anything contemplated, both by employer and employed, as to take it outside the sphere of employment. A difficult question arose, however, as to whether the man had left the employers' premises when he slipped, since (in the poetical phrase) he "then had one foot on land and one on sea." It was very difficult to think that a man should be deprived of his rights because the accident happened in the course of a single step, and the case was therefore remitted (with the concurrence of Lords Justices Slesser and Romer) for the assessment of compensation.

In *Haley* v. *Wright*, at Leeds County Court, the applicant was a builder's labourer, and had been employed on business of the respondents at the Health Department. The applicant had slipped while descending a staircase, which was (*a*) properly lighted, (*b*) not defective in any other respect, and (*c*) adequate for members of the public, who used the staircase in common with the respondents' workmen. The defence was that the accident happened after the day's work had ceased, and after the applicant had left the area of employment. His Honour Judge Woodcock, K.C., referred to the governing principle, viz., was it in the contemplation of both parties, as necessarily incident to the contract, that the applicant should be in the place where the accident happened? The staircase was not, in effect, a public thoroughfare, as suggested by the respondents, and, as the employment made it necessary for the applicant to use the staircase, the slip was connected with his presence there. An award was therefore made of £1 7s. 9d. a week on the basis of total incapacity.

In *Hunt* v. *Fison & Sons & Co., Ltd.*, at Ipswich County Court, the applicant had been in charge of five men working a fertiliser machine, and, on finding that there was a block in the shoot, he went upstairs with the works engineer. They took opposite sides of the machine, and were relieving the block with the aid of iron pipes, when the applicant slipped and fell, with his right wrist in the revolving cog-wheels. Some pungent chemical manure then came down with a rush, and the applicant was taken to hospital, where his arm was amputated at the shoulder. Compensation was paid for six months; but the objection was then taken for the first time that the accident did not arise out of and in the course of the employment. The respondents had first attributed the accident to the fact that the applicant was wearing new boots, and had slipped on the wet floor. At the suggestion of the magistrates, however, a wooden casing had previously been erected round the machine, and it was found that the latter was so well fenced that no hand could be inserted into the cog-wheels—unless it was done deliberately, under the mistaken idea that the shoot could thus be cleared. His Honour Judge Chetwynd Leech held that the applicant had not put his hand into the machine, and that the accident occurred in the course of employment. An award was therefore made of £1 per week for partial incapacity, the applicant having been given work as a messenger by the respondents. With regard to the liability of property owners to persons not in their employ, see a "County Court Letter" under the above title in our issue of the 26th October, 1929. (73 SOL. J. 706.)

Practice Notes.

NEW LANCASTER (COURT OF CHANCERY) RULES.

NEW Rules and a Fees Order applicable to the Chancery of Lancaster have recently appeared as Stationery Office publications and are available at the usual sources. It is unfortunate that owing to their length it is impracticable to publish these rules in full, but it is hoped that this notice and the brief description of their purport which follows will be a sufficient reminder to our readers of their existence.

The Chancery of Lancaster Rules, 1930 (S.R. & O., 1930, No. 56—L.1), provide certain amendments to the Rules of 1884, the effect of which is to bring the rules up to date by making them conform so far as is practicable with the Rules of the Supreme Court. Thus, to Ord. XIII is added a new r. 2A, which corresponds with R.S.C., Ord. XII, r. 8A (entry of appearance by post by defendant in person); a new order (XIVA) has been prescribed corresponding with R.S.C., Ord. XIVA (summary jurisdiction for specific performance); rr. 49 to 56 of Ord. XVI have been replaced by new rules (relating to third party procedure) now numbering 49 to 60; these new rules conform with the provisions of R.S.C., Ord. XVIA, save that there is no rule to correspond with r. 6 of the latter Order—the form of third party notice is similarly amended; r. 3 of Ord. XIX is amended to conform with the numerically corresponding rule of R.S.C.; r. 11 of Ord. XXI to conform with r. 15 of Ord. XXI of R.S.C.; a new r. 7 of Ord. XLIIA is provided which conforms with r. 7 of Ord. XLVIIIA of R.S.C.; a new Ord. XLVA applies the rules and forms provided by R.S.C., Ord. LIA (debenture-holders actions), but only in actions relating to debentures to bearer; finally, a new r. 11 to Ord. XLVIIIB is provided which makes leave to appeal necessary from decisions under rr. 8 or 9 of that order (interpleader); this rule now conforms with Ord. LVII of R.S.C., r. 11.

The Chancery of Lancaster (Companies) Rules, 1930 (S.R. & O., 1930, No. 57—L.2), with only the slight modifications necessary for that court, adopt the R.S.C. (Ord. LIIIB and the forms applicable thereunder), so far as proceedings under the Companies Act, 1929, are concerned. These rules, which stand as Ord. XLVII of the Rules of 1884, adopt by reference all general rules made by the Lord Chancellor under the Companies Act, 1929, s. 305 (Winding-up Rules), so that the practitioner desiring to have a complete set of rules which apply in the Palatine Court must also provide himself with the Companies (Winding-up) Rules, 1929, and the Companies (Winding-up) Amendment Rules, 1929 (S.R. & O., 612—L.16 and 1177—L.24).

The new Fees Order (The Chancery of Lancaster (Court Fees) Order, 1930, S.R. & O., 1930, No. 58—L.3) provides for the fees payable in respect of proceedings under the Companies Act, 1929, including winding-up proceedings.

The Companies Rules and the Fees Order are dated 23rd January, 1930, and replace the provisional Rules and Order which came into force on 1st November, 1929. The Chancery of Lancaster Rules, which were not preceded by provisional rules, are dated 22nd January, 1930, and came into force on that date.

THE PAYMENT OF TRUST FUNDS INTO PRIVATE ACCOUNTS.

If it be sought to justify the above, by reason of a set-off or counter-claim, it is advisable to keep an adequate record of the transaction. In the recent case of *Hudson and Another* v. *Chapman*, at Evesham County Court, the plaintiffs were the trustees of the Pershore Mission Hall, and claimed £65 5s. 5d. being the proceeds of sale of a gymnasium. The latter had been sold in 1916, and the proceeds were invested in War Savings Certificates, which were cashed in 1922. The warrant was in favour of the "Gymnasium Trustees, Pershore," and was handed by one of the plaintiffs to a messenger, with instructions to take it to the then vicar, who died in 1923. Nothing was heard of the warrant until 1927, when it was traced to the defendant, who was chairman of the War Savings Association. The defendant was mystified as to how the money came to be in his account, and was at first prepared to return it with interest, but he subsequently disputed liability on the ground that he must have given value for the amount. The defendant's case was that he had probably cashed the warrant for the then vicar, to enable the latter to pay off church accounts. The warrant would not have been paid into the defendant's account if it was intended to be held on trust for the church, as the defendant was familiar with the duties of trustees, and was aware that separate accounts should be kept of trust money. His Honour Judge Roope Reeve, K.C. (after pointing out that there had been no suggestion that the defendant had been guilty of any form of fraud) gave judgment for the plaintiffs. An order was made for the amount claimed to be paid over, in exchange for an indemnity by the plaintiffs against any claims by other trustees (the indemnity to be settled by the Registrar in default of agreement) with costs on Scale B.

Reviews.

Personal Actions at Common Law. By Ralph Sutton, M.A. Butterworth & Co. (Publishers) Ltd. 12s. 6d. net.

The Right Hon. Lord Atkin of Aberdovey has written a foreword to this book of Mr. Sutton's on the old Common Law pleading. Lord Atkin says that he thinks the book is likely to become an essential part of every lawyer's equipment, and that by its fortunate possessor it will be placed side by side with the third edition of "Baker and Leake."

Mr. Sutton begins his exposition of the principles of the old pleading by a kind of apologia in which he demonstrates that the average practising lawyer, when confronted with the report of a case decided during the currency of the old pleading, will be quite unable to appreciate the issues raised and the judgments arrived at upon them. The learned author goes on to show that a knowledge of the formulae of the old pleading is still of practical use in providing a certain test by means of which it can be determined whether a given state of facts constitutes a good cause of action. This is illustrated by a consideration of the notorious case of *Robinson* v. *The Midland Bank*, with reference to the action for trover.

Until Mr. Sutton's book appeared there was no elementary treatise on the old pleading, the reason being that the learning was handed down by word of mouth from master to pupil through the successive generations of lawyers who used it in their every-day practice.

From the viewpoint of present-day legal education may the writer suggest that every student of the common law who desires to gain a mastery of his subject, should be advised, in addition to reading "Holmes on the Common Law," and "Willis on Negotiable Instruments," to assimilate "Personal Actions at Common Law."

Correspondence.

The Law Society's Proposed Bill.

Sir,—It is to be hoped that The Law Society will take the opinion of the solicitors' branch of the legal profession, generally, before proceeding with the proposed Bill to compel every solicitor to become a member of the Society. The society does not represent the profession as a whole, but only one-third of it, for out of a total membership of 10,000 odd, half this number consists of solicitors who do not take out practising certificates, and have little interest in the problems that confront the profession. Admittedly the Bill aims at greater control over solicitors, and when it is appreciated that this control, if obtained, will enable the council of the Society, amongst other things, to compel every solicitor to take up poor person's cases, whether he or she likes it or not, enthusiasm for the Bill will doubtless be extremely lukewarm. The council is at present composed of the "big-wigs" of the profession, upon whom such cases sit lightly; the burden will be borne by the small men, many of whom have no liking for these cases, as to the desirability of taking up which there are two opinions.

I venture, also, to suggest that the Bill will, if presented to Parliament, afford the Labour Party a valuable precedent to assist it in amending Trade Union law on the same subject.

Isle of Wight. "Observer."
4th March.

Obituary.

Mr. F. G. HOBSON.

Mr. Frederick George Hobson, J.P., Solicitor, Beverley, died at his residence there on Wednesday, the 12th ulto., at the age of eighty years. Admitted in 1872, Mr. Hobson was in partnership with his brother, Mr. C. W. Hobson, in Beverley for many years, and the practice has only recently been absorbed by his nephew, Mr. Neville Hobson, who succeeded him as Clerk to the Rural District Council and to the Churchwardens of St. Mary, Beverley. Mr. F. G. Hobson published, many years ago, a detailed defence of Sunday cycling, of which he was one of the earliest advocates, and it is interesting to record that he carried out one of the most intensive campaigns ever known in the East Riding of Yorkshire in support of free seating and the abolition of pew rents in the beautiful Parish Church of St. Mary, and his spirited and fearless correspondence with Archbishop Thompson of York will long be remembered by the older residents in Beverley and neighbourhood. He was twice Mayor of the borough and a well-known Freemason.

H.

LITERARY NOTE.

"The Trial of Oscar Slater" (Third edition, edited by William Roughead, in the Notable British Trials Series), which is to be published shortly, will, we are informed, provide a complete historical record of this *cause célèbre*, new features being a report of the proceedings at the 1928 Appeal in Edinburgh, and an entirely new Introduction reviewing the whole case from 1908 to 1928.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Husband and Wife—Divorce—Alimony—Discretion of Court.

Q. 1854. A (male) married B (female) in 1927. In 1929 B left A and commenced proceedings for judicial separation on the grounds of cruelty. At the trial the jury brought in the verdict that the charges put forward by B were proved to be true, but that they did not amount to cruelty, and therefore the petition was dismissed. Despite attempts to induce B to return, B refuses to do so, and it is therefore presumed that she is now living apart from her husband without reasonable cause, and under such circumstances he is not liable to maintain her. A requires to know whether he would be ordered to pay alimony to B by the court, in the event of B subsequently bringing proceedings against him for divorce, and obtaining her decree.

A. The matter would be within the discretion of the court under s. 190 (1) of the Supreme Court of Judicature (Consolidation) Act, 1925. In exercising its discretion the court will have regard to "the conduct of the parties."

Schedule A Tax—Vendor's Liability.

Q. 1855. Acting on behalf of a purchaser of a small block of cottage property, a completion account was rendered to the purchaser's solicitors in the usual way. In the completion account there was no apportionment of Income tax (Sched. A), and the purchaser's solicitors have discovered that tax is owing for the last twelve months. They refuse to complete unless this tax is paid. The vendor's solicitors maintain that the purchaser is not liable for the tax, and it is not a charge on the property. Is this contention correct?

A. It would appear that the purchaser would be liable for the Sched. A tax unpaid in respect of the cottages. It is assumed that they are: (*a*) of an annual value less than ten pounds; or (*b*) are let for a period less than a year. In this case the tax would be assessed and charged upon the landlord under r. 8 of No. VII of Sched. A, Income Tax Act, 1918. The proviso to this rule is: "Provided that in each of the above cases in default of payment by the landlord, the tax may be levied upon the occupier or occupiers respectively." Rule 8 of No. VIII of the same schedule reads "where under r. 8 of No. VII tax has been charged upon a landlord in respect of premises mentioned in para. (*a*) or (*b*) of that rule, and in default of payment by the landlord the tax has been levied upon the occupier, the tax may be deducted and shall be allowed out of the next payment on account of rent."

It will be seen, therefore, that if the vendor will not pay the tax assessed upon him the revenue authorities have power to recover on the premises, and the occupiers are entitled to recoup themselves on payment of rent to the purchaser.

Mortgagor Resident Abroad—Address unknown—Attornment—Possession.

Q. 1856. A has mortgaged a freehold house and premises in this country to a building society. A is now several months in arrear with his instalments, and he has been abroad in a foreign county for some time, and is not likely to return to England. His wife and children continue to reside in the house referred to. His address is not known, and it is impossible to serve him with process. The mortgage contains clauses to the effect that should the mortgagor fall in arrear with his payments the mortgagees can take possession and sell without giving any previous notice to the mortgagor, and also a proviso that if the mortgagees become entitled to enter into possession and the mortgagor should be in occupation, he should be deemed to be tenant at the will of the mortgagees at a clear annual rent equivalent to £5 per cent. per annum of the amount originally advanced payable to the mortgagees monthly in advance at their office on the first of each month, and in such an event the mortgagees are empowered to enter into and upon the premises and determine the tenancy without giving to the mortgagor any notice to quit. The mortgagees' power of sale has fully arisen and they desire to obtain immediate vacant possession of the property and to sell it. Kindly advise how, under the circumstances, the mortgagees can best proceed.

A. The possession of the wife (and children) is by permission of the mortgagor, a tenant at will of the mortgagee. We suggest that an action for the recovery of the land by way of specially indorsed writ under Ord. III, r. 6, could be brought against the wife and judgment obtained under Ord. XIV, r. 1. If any of the children are of age it may be advisable to join them. The position is a very difficult one, and before launching any proceedings we suggest that the wife should be approached with a view to coming to terms to quit.

Loss of Overcoat in Restaurant—Liability of Proprietors.

Q. 1857. A client of mine went into a restaurant to have a meal with some friends of his. Facing the main door of the restaurant was a hat stand on which my client hung up his hat and coat, there being apparently no recognised cloak room in the building. When he was ready to go out again the overcoat had disappeared, and as over a month has elapsed since this occurrence the fair inference might be drawn that it had been stolen. Prior to the event there was no notice in the restaurant by which the proprietors disclaimed responsibility for loss in such cases, but notices to this effect have since been put up. There are two entrances to the restaurant, one from the street and the other from a public bar. Has my client any remedy against the proprietors of the restaurant?

A. The proprietor of a restaurant is not liable for the loss of the goods of his guest, though he may become liable as a bailee if the article was lost through the negligence of the proprietor or his servants. Thus, in *Ultzen* v. *Nichols* [1894], 1 Q.B. 92, the plaintiff entered the defendant's restaurant for the purpose of dining there. A waiter took the plaintiff's overcoat from him without being requested by the plaintiff to do so and hung it on a hook behind the plaintiff. The coat was stolen while the plaintiff was dining. In an action to recover damages for the loss of the plaintiff's coat by the negligence of the defendant it was held that there was evidence from which a jury might properly find that the defendant was a bailee of the coat, and had been guilty of negligence while it was in his custody (Charles, J.), and that, assuming a bailment of the coat, there was evidence of negligence on the part of the defendant as bailee (Wright, J.).

Repairs to Abandoned Lorry.

Q. 1858. A client of ours, who is a garage proprietor, took in a lorry after an accident on the instructions of the owner and carried out the necessary repairs six months ago. Since then he has heard nothing of the owner and has been unable to trace him. Our client wishes us to advise him as to the best remedy for recovering his account. The lorry is still in his possession and is taking up valuable space. Has any case been decided affecting garage proprietors in this matter?

A. The garage proprietor has a lien for the repairs, but not for storage fees or rent of the space occupied. The best

remedy for recovering the account is to apply to enforce the lien under the County Courts Act, 1888, s. 67 (3), by means of a sale of the lorry. The proceedings may be dilatory, owing to the need for substituted service, and a method which is more practical (but also more risky) is for the garage proprietor to sell the lorry on his own responsibility. This course is only advisable, however, if the lorry is of small value and of a type easily replaced. The owner is entitled to demand its return (subject to payment of the repairs) at any time within six years, and if the lorry were sold he could claim damages for conversion. The damages recoverable would be only nominal, however, if he were tendered another lorry as good as the original, after allowing for depreciation in the interval. The garage proprietor's problem, therefore, is: Will the proceeds of sale of the lorry suffice to purchase an adequate substitute, if and when required? The saving in space may make it worth while to risk losing slightly on the future purchase (if any) or on re-purchasing the original lorry if its whereabouts are still known. There is no reported case on the subject.

Procedure in Workmen's Compensation.

Q. 1859. A, employed as a snecker, at Seghill Colliery, Northumberland, was injured owing to an accident arising out of and in the course of his employment on the 30th June, 1927. Compensation from that date at the rate of 10s. 4d. per week was paid by the owners until February, 1928, from which time A was employed by the same company, but in a different capacity than previously. After a period of twelve weeks' work (during which time the injuries to A's foot originally sustained gradually got worse), A was given notice terminating his employment owing to his misconduct. A was examined by a medical referee pursuant to the Workmen's Compensation Act, 1925, and the report dated the 23rd August, 1929, states that A is fit for work as a putter, and that the incapacity is not now due to the accident. While it is admitted that the incapacity is only partial, it is absolutely impossible for A to do any work which would necessitate more than very slight pressure on his foot. During A's employment from February, 1928, to May, 1928, compensation at the rate of 8s. 4d. per week was paid to him, but since the latter date no payment whatever has been made, and A has not been able to obtain any employment. Can A obtain compensation, and if so, by what method?

A. It is assumed that the nature of the misconduct was not such as to disqualify A from receiving compensation under the Act of 1925, s. 1 (1) (*b*), and also that the question was referred to the medical referee in such a way that his report is not *ultra vires* as regards the statement that the incapacity is not now due to the accident. The report is therefore conclusive evidence as to the matters certified, under the Act of 1925, s. 19 (3). It was laid down, however, in *Wilsons and Clyde Coal Company Limited* v. *Burrows* (1929), 45 T.L.R. 615 (per Lord Dunedin), that if the report could be read as indicating that there might be a danger of a recurrence of the incapacity, it would be possible for the arbitrator to make a suspensory award. Even that would not enable A to obtain compensation forthwith, however, and his only chance of doing so depends on whether he has an obvious limp. If he is handicapped in the labour market by such a visible permanent defect, the report does not prevent him applying for compensation by an original arbitration. See *Arnott* v. *Fife Coal Company* (1911) 4 B.W.C.C. 361. The report does not say that A has completely recovered, but specifies (*a*) that incapacity still exists; and (*b*) that A is only fit for work as a putter. It may be therefore used to show that A is no longer fit for work as a snecker and still has some loss of earning capacity. Original arbitration proceedings should therefore be instituted, and the judge may ask the medical referee to explain his certificate, as it is difficult to understand how, as the incapacity still exists, the conclusion is arrived at that it is not due to the accident. See *Richard Evans and Co. Ltd.* v. *Gilbie* (1926) 19 B.W.C.C. 375.

Notes of Cases.

High Court—Chancery Division.

In re **Hood: Public Trustee** *v.* **Hood.**

Bennett, J. 18th February.

Charity—Gift of Residue—Charitable Trust—Uncertainty — Objects Partly Uncharitable — Christian Principles.

This was a summons taken out by the Public Trustee to determine whether a bequest of residue was a valid charitable gift. By his will dated 24th May, 1921, Joseph Hood, who died in July, 1922, directed that his residuary trust estate should be held upon the trusts and provisions thereinafter declared as follows: "Whereas I believe in the universality of the Christian religion and that the remedy for all the unrest and disorders of the body politic will be found in the application of Christian principles to all human relationships. And whereas I believe the drink traffic to be one of the most subtle and effective forces in preventing the successful application of these principles and I therefore hope and trust that active steps will be taken to minimise and ultimately extinguish this enemy of my country's welfare. Now therefore I declare it to be my wish that my general beneficiaries shall hold the whole of my residuary trust estate together with the income thereof in spreading the Christian principles before mentioned and in aiding all active steps to minimise and extinguish the drink traffic." It was contended on behalf of the next-of-kin that the gift was not a valid charitable trust as being void for uncertainty. On the other hand it was argued that the gift was charitable on three grounds as being for the advancement of (1) religion; (2) education; and (3) public morality.

Bennett, J., in the course of his judgment, said the true conclusion to be drawn from the language which the testator had used was that he desired that the teaching of Christian principles should be spread. The language indicated a wish on his part that people should be taught to apply those principles in their daily lives. That was the dominating idea, and subsidiary to that was the purpose of furthering temperance. He could not, having regard to the observations of Stirling, J., in *Re Scowcroft* [1898] 2 Ch. 638, bring himself to doubt that a gift for the spread of Christian principles was a good charitable trust.

Counsel: *Daynes, Spens*, K.C., and *Gerald Upjohn; Stafford Crossman.*

Solicitors: *Swepstone, Stone, Barber & Ellis*, for *G. T. Smith & Lyde*, Birmingham; *Sharpe, Pritchard & Co.*, for *Howard, Cant & Cheatle*, Birmingham; *The Treasury Solicitor.*

[Reported by S. E. Williams, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Yale *v.* **Longford Wire Co. Ltd.**

Humphreys, J. 23rd January and 6th February.

Costs—Payment into Court with Denial of Liability—Less Sum Recovered—Effect on Costs—Order XXII, r. 6.

In this action, which was tried with a common jury, the defendants had paid into court £25 with a denial of liability. The jury awarded the plaintiff £21, and his lordship reserved judgment on the question of costs.

Humphreys, J., after referring to the last words of Order XXII, r. 6, which provide that: "A plaintiff who does not accept money paid into court with a denial of liability but proceeds to trial and does not recover more than the sum paid into court, shall not be allowed his costs of the issues as to liability unless the judge is satisfied that there were reasonable grounds for not accepting the sum paid in," said that in his opinion the above words were added to the Order in consequence of the case of *Powell* v. *Vickers, Sons*

and Maxim (51 Sol. J. 66; [1907], 1 K.B. 71), and they were confined to the costs of the issues as to liability after payment in. The costs up to payment in were still the plaintiffs. He could not accept the defendants' contention that the words "shall not be allowed his costs of the issues as to liability" were to be taken as covering the whole of the costs of the action. The order would be that there should be judgment for the defendants for their costs against the plaintiff subsequent to the payment into court, other than the costs attributable to the issue of liability; and the plaintiff would have his costs up to the time of the payment in, on the county court scale.

Counsel: *Horace Fenton*, for the plaintiff; *Singleton*, K.C., *K. Rymer Young* and *C. W. Measor*, for the defendants.

Solicitors: *Candler, Sykes & Dore*, for *W. H. Candler*, Bognor; *Balderston, Warren & Co.*, for *Robert Davies & Co.*, Warrington.

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Spivack *v.* Spivack.

Lord Merrivale, P., and Bateson, J. 16th January.

Husband and Wife—Desertion—Appeal from Maintenance Order—Marriage in Jewish Form in Poland—Proof of Marriage—Requirements in Civil and Criminal Matters contrasted — Presumption of Legality of Marriage in Civil Suits—No Analogy with Bigamy Trials.

This was an appeal from a maintenance order on the ground of desertion made by the stipendiary magistrate at Leeds against the appellant, Mr. George Spivack, directing him to pay maintenance to the respondent, Mrs. Hay Brucha Spivack, at the rate of 12s. 6d. per week. The respondent alleged that she had married the appellant in Jewish form at Kalushin, near Warsaw, in the year 1890. It was submitted, *inter alia*, on behalf of the appellant that there had been no proper evidence before the learned magistrate upon which he could find that the marriage had taken place. Mr. Ernest Peter Gambs, formerly Russian Vice-Consul in London, was called on behalf of the respondent and said that a document put in evidence at the police court certified that a religious ceremony of marriage between the parties had been celebrated before a Rabbi according to the Jewish form. The facts and arguments appear sufficiently from the judgment.

Lord Merrivale, P., in the course of his judgment, said that the case for the respondent was that in 1890 in Russian Poland, when she was under age, she went through a Jewish form of marriage with the appellant, who was at that time also under twenty-one. In turn they lived at their respective fathers' homes for some years. The appellant then came to England and sent the respondent money for some time. After that a long time elapsed before the respondent learned that the appellant, who had originally communicated with her from Cardiff, was in business in Leeds. In 1927 the respondent came to England and summoned him for desertion. The magistrate had held that there was evidence on which he was forced to come to the conclusion that the parties were legally married in Poland; that many years ago the defendant deserted his wife in Poland; that that being so he deserted her also to-day, desertion being a continuing offence. Thereupon an order had been made for payment of 12s. 6d. per week. The grounds of appeal included the submission that a document purporting to be the certificate of marriage had been improperly admitted, but if there had been any doubt of its admissibility that had been set at rest by the expert legal evidence that had been called before them (their lordships), which showed that the marriage was a valid marriage and that an official was present. Counsel for the appellant had said that it did not establish a legal marriage, and that at the police court a Rabbi had given evidence that such a marriage was dissoluble by the delivery of a ghet (apparently a letter of divorce) by the husband to the wife, and reference had been made to the recent case in which Mr. Justice Hill had held that a marriage contract entered into by a man and a woman in Soviet Russia which could be ended, apparently, at the will of either party, was not a marriage cognisable in English law (*Nachimson* v. *Nachimson*, 74 Sol. J. 14). That decision did not apply to Jewish marriages. The Legislature had made special provision for the legality of Jewish marriages putting them outside the ambit of their enactments with regard to marriage generally, merely requiring that at such marriages a representative of the Civil Registrar should be present. A further submission had been based on the necessity of proving strictly a foreign marriage in reliance upon certain decisions in bigamy cases. The strictness of proof of marriage in bigamy trials was on a totally different standard from that required in summonses for maintenance before the magistrates. (His lordship here referred to *R.* v. *Naguib* [1917] 1 K.B. 359, which had been cited on behalf of the appellant.) He (his lordship) was content to accept the principle with regard to proof of marriages in civil suits as stated by the late Mr. Justice Bargrave Deane in Halsbury's "Laws of England," Vol. 16, para. 604: "Where there is evidence of a ceremony of marriage having been gone through, followed by the cohabitation of the parties, everything necessary for the validity of the marriage will be presumed in the absence of decisive evidence to the contrary, even though it may be necessary to presume the grant of a special licence." (His lordship also referred to *Piers* v. *Piers* (1849), 2 H.L. Cas. 331). The burden of disproof was on the appellant. He (his lordship) was satisfied that the appellant married the respondent in Poland, and that there had been desertion. The appeal would therefore be dismissed.

Bateson, J., agreed.

Counsel: *Percival Clarke*, for the appellant; *Bertram Long*, for the respondent.

Solicitors: *King-Hamilton and Green; Alfred Masser.*

[Reported by J. F. Compton-Miller, Esq., Barrister-at-Law.]

Quarter Sessions Cases.

Inland Revenue Officer *v.* Bourne and Stamford Assessment Committee and Grimes and Others.

Before The Recorder (W. Marshall Freeman, Esq.).

30th January.

De-Rating—Agricultural Hereditaments—Allotment Gardens for Private Use—Agricultural "Operations."

Appeal by Inland Revenue officer against decision of the Assessment Committee to include eleven plots of land in the special list of agricultural hereditaments required by s. 1 (1) of the Rating and Valuation (Apportionment) Act, 1928. There being no appearance for the Assessment Committee or for any of the eleven respondent occupiers, formal application was made for orders deleting the entries following notice of motion served upon the eleven occupiers. One respondent having filed a consent, the Recorder made an order accordingly, but required evidence in the other ten cases.

The Recorder, in the course of his judgment, said that the grounds of appeal in each of the ten cases, which were identical, were (*a*) that the said hereditament is not an agricultural hereditament within the meaning of s. 2 (1) of the statute; and (*b*) that the said hereditament is not agricultural land within the meaning of s. 2 (2) in that it is primarily occupied and used for the purposes of a private garden. The sum assessed in each case would be small, but as there were many hereditaments of this character in different parts of the country occupied and used in a similar manner the question of their proper classification was an important one, and he understood that the Inland Revenue authorities desired to have

a definite legal pronouncement upon the subject. Each hereditament was a separate plot of land situated some distance from the occupier's residence. One was held under a tenancy agreement but the others had been purchased by the occupiers, who did not belong to the "labouring classes." Each plot was therefore being cultivated as an additional "speculation" (if that term might be employed to describe the position). He found that the object of the cultivation of the plots was wholly or mainly to grow fruit and vegetables for consumption by the occupier and his family. One plot was three-quarters of an acre, but none of the rest exceeded 40 poles in extent. In his view the three-quarter acre plot was an "allotment," and each of the other nine plots would properly be described as an "allotment garden" within the meaning of the Allotments Act, 1922; and inasmuch as the definition of agricultural land in s. 2 (2) of the Rating and Valuation (Apportionment) Act, 1928, specifically extends to "orchards or allotments including allotment gardens within the meaning of the Allotments Act, 1922," the Assessment Committee were right in causing them all to be included in the Special List as agricultural hereditaments. He had not overlooked the fact that an "allotment garden" does not come within the definition of an "agricultural holding" for purposes of the Agricultural Holdings Act, 1923, but the Rating and Valuation (Apportionment) Act, 1928, was not concerned with agricultural "holdings" but with agricultural "operations" (see s. 2 (2)). It made no distinction between land owned and land rented by the cultivator. He thought that where the owner or occupier of a private residence thought fit, over and above his ordinary garden, to acquire and cultivate separate and additional land, it was intended that this relief should be given him in respect of that separate land. In those circumstances the ten appeals would be dismissed, but without costs, no appearance having been entered by any of the respondents. He would be pleased to state a case if the appellant desired him to do so.

COUNSEL: *W. K. Carter*, for the Inland Revenue officer.

SOLICITOR: *The Treasury Solicitor.*

In Parliament.

House of Commons.

Progress of Bills.

Playing Fields (Exemption from Rating) Bill.
Read a Second Time. [21st February.

Rural Amenities Bill.
Read a Second Time. [21st February.

Road Traffic [Money].
Resolution reported and agreed to. [25th February.

Poor Law Bill [Lords].
Read the Third Time. [27th February.

Questions to Ministers.

ASSURANCE COMPANIES (DEFAULT).

Mr. DENMAN asked the President of the Board of Trade the number and nominal capital of insurance companies which have defaulted on policies since the Assurance Companies Act, 1909, dividing them into the two categories of those which did and did not make deposits under the Act?

Mr. W. R. SMITH: I regret that I have no official information on the subject. [17th February.

SALVATION ARMY ASSURANCE SOCIETY, LIMITED.

Mr. KELLY asked the Financial Secretary to the Treasury what is meant by the disposal of £65,554 shown as dividends to shareholders in the Report of the Industrial Assurance Commissioner, published on 2nd July, 1929, for the year 1927, seeing the files at Somerset House show no list of shareholders?

Mr. PETHICK-LAWRENCE: The figure to which the hon. Member refers appears against the name of the Salvation Army Assurance Society, Limited, in the column headed "Shareholders' Dividends, etc.," and it is not accurate to say that it is shown as "dividends to shareholders." The column does not predicate that it was distributed as dividends to shareholders. I understand that the company is limited by guarantee, and not by shares. [17th February.

COMPANIES ACT, 1929 (DIRECTORS' REMUNERATION).

Mr. RAMSBOTHAM asked the President of the Board of Trade whether he is aware of cases in which a company director is by alteration of articles of association redescribed as a managing director, in order to escape the obligation, under Section 128 (1) (*c*) of the Companies Act, 1929, to disclose his remuneration: and, whether as a result of this evasion of the intention of the Act, he will consider amending the law so as to remedy the flaw in the Act thus disclosed?

Mr. W. R. SMITH: I have seen some references to this matter in the Press. The provision in question has been in operation for so short a time that I am disposed to think that it would be desirable to have further experience before considering an amendment of the law, but I have noted the hon. Member's suggestion. [18th February.

COMPANY LAW.

Mr. MUGGERIDGE asked the President of the Board of Trade if he will give a complete Return of those companies to whom exception has been granted from the obligations imposed by Sub-section (1) of Section 145 of the Companies Act, 1929, and the corresponding section of the Business Names Act, 1916, giving particulars of the names, former and present, of all directors of such companies.

Mr. W. GRAHAM: I do not think that the value of the Return would justify the large amount of labour which its preparation would involve. I would remind my hon. Friend that full particulars of the name and any former names of directors of any particular company can be found on the company's file, which is open to public inspection at the office of the Registrar of Companies in London or Edinburgh, as the case may be.

Mr. RAMSBOTHAM asked the President of the Board of Trade whether the Solicitor to the Board of Trade is taking any steps to detect or prevent evasion of Section 128 (1) (*c*) of the Companies Act, 1929, or whether he proposes to allow this section to become inoperative until there is an Amendment passed to remedy the unforeseen flaw or loophole in the Act of 1929?

Mr. GRAHAM: I shall be happy to consider any evidence brought to my notice of evasion of this section in specific cases. I have no reason to think that the section is inoperative. [25th February.

COMPANIES ACT.

Mr. MATTERS asked the President of the Board of Trade in how many cases of registered companies the penalties under the Companies Act, 1929, have been imposed by the registrar for failure to submit annual returns and balance sheets; and what is the total sum of such penalties collected to 31st January, 1930?

Mr. W. GRAHAM: In accordance with the usual practice companies which have failed to file an annual return in respect of 1929, are being circularised by the Registrar, and the question of prosecution will only arise when this procedure fails to produce the return. The Registrar himself has no power to impose penalties. [4th March.

POOR PERSONS (LEGAL AID).

Mr. SORENSEN asked the Attorney-General the number of poor persons' cases in which the King's Proctor has successfully intervened since the establishment of the Poor Persons' Department in 1914, and in how many of these cases he has failed; the total number of successful interventions and failures; and the approximate cost to the State of each intervention?

The ATTORNEY-GENERAL: No separate record exists dealing with the class of case to which the hon. Member refers, and I am informed that it would entail a considerable amount of labour to compile the information for so long a period. In these circumstances, I regret that I cannot furnish the information which the hon. Member desires. [19th February.

KING'S PROCTOR.

Mr. SORENSEN asked the Attorney-General whether, as the office of King's Proctor is deemed unnecessary in Scotland, he will consider the desirability of abolishing the office in England?

The SOLICITOR-GENERAL (Sir James Melville): In view of the complete divergence between the legal systems of England and Scotland the reason given by the hon. Member is not a ground for abolishing the office in question.

[24th February.

CONTEMPT OF COURT (IMPRISONMENT).

Mr. DAY asked the Secretary of State for the Home Department whether there are any persons in prison in England or Wales committed to prison for contempt of court who have been in prison for a period of more than three months; how many times these persons have been visited by the official solicitor during these terms; and can he give particulars?

Mr. CLYNES: There is one such person at present who was received into custody on 13th June last and is now in His Majesty's Prison, Manchester. This prisoner has not been visited by the official solicitor, who has no duty of visiting prisoners in country prisons. [27th February.

MARITIME LAW.

Sir HERBERT SAMUEL asked the Prime Minister whether in connection with the discussions at the Naval Conference concerning the protection of merchant ships in time of war against being sunk by submarines without the safety of the crews and passengers being ensured, the Government will consider the necessity of provision being made by international law for similar protection against sinkings by seaplanes or aeroplanes?

The PRIME MINISTER: While I will certainly consider the suggestion made by the right hon. Gentleman I cannot guarantee that the matter will be discussed during the present Conference. [4th March.

LAND REGISTRATION.

Dr. HASTINGS asked the Attorney-General how many local authorities have exercised their optional powers under the Land Registration Act, 1925, and made compulsory the registration of land on sale in their areas?

The ATTORNEY-GENERAL: Registration of title land is compulsory on sale in the County of London and in the county boroughs of Eastbourne and Hastings—the Orders in Council affecting Eastbourne and Hastings having been made at the instance of the county borough councils of those boroughs. The county borough council of Brighton have passed a resolution to apply for a similar Order, and the application is before the Privy Council. [4th March.

Societies.

The Law Society.

The following Candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on the 12th and 13th February, 1930:—

William Godfrey Agnew, Bernard William Ashley, Bernard Frank Baker, Gerald Austin Bernhard, John Richard Bird, Raymond Cyril Charles Bonniface, Gerard Antoine Harvey Bourlay, Harold Ian Bransom, John Ryder Campbell Carter, William Arnold Clarke, Ronald Biot Clayton, Walter Arnold Close, Harry William Culliss, Charles William Harold Davenport, Henry Ralph Davies, Ivor Mervyn Davies, Adrian Dawson, Norman Jubb Ellis, Thomas Richard Edgar Ennion, Ephraim Fine, Joseph Gordon Fox, Wilfred Henry Gibbs, Neville Gill, Frederick Luke Glover, Anthony Harbottle, Laurence Aylmer Penn Hardy, William Henry Holden, Raymond Hurford, Maurice Gwynne Hutchinson, John Spier Drummond Hyslop, Sidney Jaque, Lawrence Cribb Jenkins, Carol Alfred Johnson, Harold Russell Knights, Cyril Michael Lavington, David Thomas Herbert Lloyd, Kenneth Robert Macfee, Donald Stuart Houghton McKie, Edward Brewster Mason, Oscar Mason, Richard Major Merry, Arthur Edward Mitchell, Leslie Loveday Murray-Aynsley, Jonathan Anthony Musgrave, Leonard Kendall Parry, John Harold Germain Parsons, Daniel Cyril Passmore, John Pine, Bernard Ray, Bernard Richardson, Kenneth Wilfred Riddle, John Christopher Rotton, Edward Hardwicke Sainsbury, George Lewis Shibko, Adam John Shirren, George Soulsby, Albert Edward Frank Steel, Thomas Samuel Steel, George Stringer, Herbert John Charles Sturton, Edward Noel Hume Townshend, Alan Ernest Tunbridge, Charles Gerald Walkden, David Winston Whitaker, Christopher John Wilkinson, George Robert Winter, George Henry Wynne, George Yates.

Number of candidates, 174, Passed, 68,

United Law Society.

A meeting of the Society was held in the Middle Temple Common Room, on Monday, the 3rd inst., Mr. E. H. Pearce in the chair. After formal business had been dealt with the House proceeded to discuss six motions standing in the name of Mr. H. S. Palmer and dealing with alterations in the rules of the Society. Four of the motions were lost, one carried and one withdrawn. No debate took place.

Law Students' Debating Society.

At a meeting of the Society, held at The Law Society's Hall on Tuesday, the 4th inst. (Chairman, Mr. J. C. Christian Edwards), the subject for debate was: "That this house deplores the decision of the Judicial Committee of the Privy Council in the case of *Edwards* v. *The Attorney-General of Canada* [1930] A.C.124." Mr. J. MacMillan opened in the affirmative; Mr. H. F. C. Morgan seconded in the affirmative; Mr. H. S. Palmer opened in the negative; and Mr. W. Walsh seconded in the negative. The following members also spoke: Messrs. Gerald A. Thesiger, C. C. Ross, H. J. Baxter, C. Israel, W. M. Pleadwell, and E. G. M. Fletcher. The opener having replied, the chairman summed up, and the motion was carried by two votes.

Legal Notes and News.

Professional Partnerships Dissolved.

JOSEPH ASHFIELD RICHARDSON AND PHILIP WILLIAM ROSE, solicitors, 7, Bow-street, London, W.C.2, and Maidenhead, Berks (Ashfield, Rose & Co.), dissolved by mutual consent as from 1st February, 1930. J. A. Richardson will continue practise under the style or firm of Ashfield, Rose & Co., at 12, Henrietta-street, W.C.2, and P. W. Rose will continue to practise at 7, Bow-street under the style or firm of Philip Rose & Co.

EDWIN HENRY COE and HAROLD JOHN BROWN, solicitors, 16, Albemarle-street, London, W.1 (Edwin Coe & Brown), dissolved by mutual consent as from 8th February, 1930. The business will be carried on by E. H. Coe, who will continue practise under the same style or firm name of Edwin Coe & Brown.

WILLIAM DICKINSON and THOMAS OLIVER DICKINSON, solicitors, Wakefield (Wm. & T. O. Dickinson), dissolved by mutual consent.

ARTHUR WILLIAM WELDON, RICHARD ARTHUR BURROWS, ROBERT LEE MOSSE and JOHN NORMAN BAILEY, solicitors, 27, Chancery-lane, London (Gibson & Weldon), dissolved by mutual consent as from 14th February, 1930, so far as regards R. L. Mosse, who retires on being appointed a Master of the Supreme Court (Chancery Division). A. W. Weldon, R. A. Burrows and J. N. Bailey will continue to practise under the style or firm of Gibson & Weldon.

NAMES WITHHELD IN DIVORCE CASES.

"I hope all husbands who are responsible will take notice that all costs that are incurred in further investigations in obtaining names will fall on them," said Mr. Justice Hill, on the 3rd inst. in the Divorce Court.

He had before him an adjourned undefended case in which Mrs. Gladys Emily Parsonage, of Birkbeck-road, Mill Hill, asked for a decree for the dissolution of her marriage on the ground of the misconduct of her husband, Mr. George Barnett Parsonage.

The case originally came before the Court on 3rd February, and was then adjourned by Mr. Justice Hill in order that the name of the woman with whom the husband was alleged to have committed misconduct should be ascertained and that she should be served.

Mrs. Helena Normanton, for the wife, now stated that the name and address of the woman had been ascertained, and that she had been served, but that she had not entered an appearance.

"I wish it to be known," said his lordship, granting a decree *nisi*, "that I shall continue to pursue this practice when I think that the husband can give the name of the woman and won't."

Mr. Justice Hill then made the remark that costs would fall on husbands, and added: "If they keep back the name it will be a very expensive matter. This has cost the husband some money."

ROAD TRAFFIC BILL.

DISCUSSION BY STANDING COMMITTEE.

A Standing Committee of the House of Commons has begun the consideration of the Road Traffic Bill, and the indications are that the proceedings on this stage of the measure will be lengthy.

The Government will be represented on the Committee by the Minister of Transport (Mr. Herbert Morrison), the Solicitor-General (Sir J. Melville), the Lord Advocate (Mr. Craigie Aitchison), and the Under-Secretary to the Home Office (Mr. Short).

A considerable number of amendments on points of detail have been tabled. One of the proposals is to insert a provision to the effect that the scheme of compulsory insurance against third-party risks should operate for a period of three years only.

AN INVALID TIMBER TAX.

The Judicial Committee of the Privy Council on Tuesday, 4th inst., in dismissing an appeal by the Attorney-General of British Columbia from a judgment of the Supreme Court of that Province in favour of McDonald Murphy Lumber Company, Limited, held that section 58 of the Forest Act, 1924, passed by the Provincial Legislature, which imposed a tax on timber cut within the Province, was invalid.

The respondents, who sell timber locally and for export, contracted to sell a consignment of logs to a buyer in the United States. An export permit, for the purposes of carrying out the contract, was refused except on payment of the tax. They thereupon began proceedings against the Attorney-General of British Columbia, claiming a declaration that they were under no obligation to pay the tax demanded. Section 58 stated :—

"There shall be due and payable to His Majesty a tax upon all timber cut within the Province save and except that upon which a royalty is reserved by this Act or the 'Timber Royalty Act' or that upon which any royalty or tax is payable to the Government of the Dominion, which tax shall be in accordance with [the schedules set out]."

There was a remittance by way of rebate of all tax over 1 cent per 1,000 feet board measure when the timber was used in the Province. Their Lordships held that the timber tax in question was an export tax—the best evidence in that respect being that since 1914 the minute rebated tax had not been collected—falling within the category of duties of Customs and Excise, and, as such, as well as by reason of its inherent nature as an indirect tax, could not competently be imposed by the Provincial Legislature.

SURREY ASSIZES.

Surrey Assizes opened on Tuesday last, the 4th inst., and, for the last time before their removal to Kingston-on-Thames, were held at Guildford. Mr. Justice Rowlatt, addressing the Grand Jury, said he was sorry that that was the last occasion on which the Assizes would be held in Guildford. It was not for him to criticise the policy involved in the change, and all he hoped was that the new arrangement for accommodation at Kingston would tend to the greater convenience of the county and all concerned. The calendar is a light one, containing the names of ten persons concerned in eight cases.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT No. 1	MR. JUSTICE EVE.	MR. JUSTICE MAUGHAM.
Monday, Mar. 10	Mr. Blaker	Mr. Andrews	Mr. More	Mr. Andrews
Tuesday .. 11	More	Jolly	*Hicks Beach	*More
Wednesday 12	Ritchie	Hicks Beach	*Andrews	Hicks Beach
Thursday.. 13	Andrews	Blaker	*More	*Andrews
Friday ..., 14	Jolly	More	*Hicks Beach	More
Saturday .. 15	Hicks Beach	Ritchie	Andrews	Hicks Beach

DATE.	MR. JUSTICE BENNETT.	MR. JUSTICE CLAUSON.	MR. JUSTICE LUXMOORE.	MR. JUSTICE FARWELL.
Monday, Mar. 10	Mr. Hicks Beach	Mr. *Blaker	Mr. Ritchie	Mr. Jolly
Tuesday .. 11	Andrews	Jolly	Blaker	*Ritchie
Wednesday 12	More	*Ritchie	Jolly	*Blaker
Thursday.. 13	Hicks Beach	Blaker	Ritchie	*Jolly
Friday 14	Andrews	*Jolly	Blaker	Ritchie
Saturday .. 15	More	Ritchie	Jolly	Blaker

*The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

The EASTER VACATION will commence on Friday, the 18th day of April, 1930, and terminate on Tuesday, the 22nd day of April, 1930, inclusive.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (6th February, 1930) 4%. Next London Stock Exchange Settlement Thursday, 20th March, 1930.

	Middle Price 5th Mar. 1930.	Flat Interest Yield.	Approximate Yield with redemption.
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	83⅜	4 15 10	—
Consols 2½%	53½	4 12 7	—
War Loan 5% 1929-47	102	4 18 0	—
War Loan 4½% 1925-45	95½	4 14 3	4 18 0
War Loan 4% (Tax free) 1929-42	102	3 18 5	3 16 0
Funding 4% Loan 1960-90	87½	4 11 5	4 12 3
Victory 4% Bonds (Available for Estate Duty at par) Average life 35 years	92½	4 6 6	4 8 0
Conversion 5% Loan 1944-64 "A" (First dividend £1 6s. 6d., 1st May, 1930.)	101¼	4 19 0	4 19 0
Conversion 5% Loan 1944-64 "B" (First Dividend £2 1s. 8d., 1st May, 1930.)	102	4 19 0	4 19 0
Conversion 4½% Loan 1940-44	95½	4 14 3	4 18 0
Conversion 3½% Loan 1961	75¾	4 13 0	—
Local Loans 3% Stock 1912 or after	62	4 16 9	—
Bank Stock	249½	4 16 2	—
India 4½% 1950-55	81½	5 10 5	5 17 6
India 3½%	58⅛	5 19 8	—
India 3%	50½	5 18 10	—
Sudan 4½% 1939-73	92	4 17 10	4 19 0
Sudan 4% 1974	83	4 16 5	4 19 0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 15 years.)	82½	3 12 9	4 3 3
Colonial Securities.			
Canada 3% 1938	88	3 8 2	4 14 0
Cape of Good Hope 4% 1916-36	95	4 4 3	4 18 0
Cape of Good Hope 3½% 1929-49	81	4 6 5	5 0 0
Ceylon 5% 1960-70 (First Dividend £2 5s., 1st August, 1930.)	99½	5 0 6	5 1 0
Commonwealth of Australia 5% 1945-75	90½	5 10 6	5 11 0
Gold Coast 4½% 1956	94	4 15 9	4 18 0
Jamaica 4½% 1941-71	93	4 16 9	4 18 0
Natal 4% 1937	93	4 6 0	5 4 0
New South Wales 4½% 1935-45	83½	5 7 9	6 3 6
New South Wales 5% 1945-65	88⅛	5 13 0	5 15 0
New Zealand 4½% 1945	92	4 17 10	5 3 6
New Zealand 5% 1946	101	4 19 0	4 18 0
Nigeria 5% 1950-60 (First Dividend £1 15s., 1st August, 1930.)	98¾	5 1 0	5 2 0
Queensland 5% 1940-60	86½	5 15 7	5 18 9
South Africa 5% 1945-75	99	5 1 0	5 1 0
South Australia 5% 1945-75	87½	5 14 3	5 15 6
Tasmania 5% 1945-75	88½	5 13 0	5 14 6
Victoria 5% 1945-75	87½	5 14 3	5 15 6
West Australia 5% 1945-75	87½	5 14 2	5 15 6
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	61	4 18 4	—
Birmingham 5% 1946-56	100	5 0 0	4 18 6
Brighton 5% 1950-60 (First Dividend £1 5s., 1st July, 1930.)	100¼	5 0 0	5 0 0
Cardiff 5% 1945-65	99	5 1 0	5 1 0
Croydon 3% 1940-60	69	4 6 11	4 18 6
Hastings 5% 1947-67 (First full half year's Dividend, 1st October, 1930.)	100	5 0 0	5 0
Hull 3½% 1925-55	78	4 9 9	5 1 0
Liverpool 3½% Redeemable by agreement with holders or by purchase	71	4 18 7	—
London City 2½% Consolidated Stock after 1920 at option of Corporation	53	4 14 4	—
London City 3% Consolidated Stock after 1920 at option of Corporation	62	4 16 9	—
Manchester 3% on or after 1941	61	4 18 4	—
Metropolitan Water Board 3% "A" 1963-2003	61	4 18 4	
Metropolitan Water Board 3% "B" 1934-2003	63	4 15 3	—
Middlesex C.C. 3½% 1927-47	82	4 5 4	5 1 0
Newcastle 3½% Irredeemable	70	5 0 0	—
Nottingham 3% Irredeemable	61	4 18 4	—
Stockton 5% 1946-66	99	5 1 0	5 1 6
Wolverhampton 5% 1946-56	100	5 0 0	5 0 0
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	79	5 1 3	—
Gt. Western Rly. 5% Rent Charge	96	5 4 2	—
Gt. Western Rly. 5% Preference	92	5 8 8	—
L. & N.E. Rly. 4% Debenture	75½	5 6 0	—
L. & N.E. Rly. 4% 1st Guaranteed	72½	5 10 4	—
L. & N.E. Rly. 4% 1st Preference	68	5 17 8	—
L. & Mid. & Scot. Rly. 4% Debenture	77	5 3 11	—
L. Mid. & Scot. Rly. 4% Guaranteed	75½	5 6 0	—
L. Mid. & Scot. Rly. 4% Preference	70½	5 13 6	—
Southern Railway 4% Debenture	77	5 3 11	—
Southern Railway 5% Guaranteed	96	5 4 2	—
Southern Railway 5% Preference	90	5 11 1	—

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is frequently very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality. 'Phones: Temple Bar 1181-2.

SOLICITOR (41), Public School, desires position London or country; experienced in conveyancing, probate and trust work with leading firms; good references; moderate salary; available at short notice.—Box 342, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (33), Welsh speaking, now conducting own practice in small provincial town, would consider taking up a salaried appointment in a larger sphere, where a provincial experience of conveyancing and probate work would prove of utility; could arrange to be available at short notice.—Box 195, Solicitors' Journal, 29, Breams-buildings, E.C.4.

YOUNG Solicitor undertakes drafting accounts, looking up points, etc., for busy solicitors in return for small charge.—"E." Box 275, Solicitors' Journal, 29, Breams-buildings, E.C.4

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SOLICITOR (26), Public School, admitted October, 1929. Experienced in conveyancing and probate work, desires position as assistant solicitor or clerk in a conveyancing office, preferably in London. Salary by arrangement.—Box 304, Solicitors' Journal, 29, Breams-buildings, E.C.4.

EX-OFFICERS AND OTHER RANKS.

THE Proprietors of The Solicitors' Journal have placed this space at the disposal of THE BRITISH LEGION OFFICERS' ASSOCIATION, EMPLOYMENT BUREAU, 3-4, Clement's Inn, Strand, London, W.C.2 (Telephone: Holborn 5769), to whom all replies should be addressed, quoting number of advertisement, date of insertion, and the name of this paper.

EX-OFFICER, single, desires employment in England. Age 33; anything considered. Dis.298

MECHANICAL Engineer or Draughtsman, age 37. Ex-officer; experience shops, drawing office, inspection, testing, hydro-electric installations; factory plant, lay-out, piping, structural steel, gas plant, enquiries, tenders, correspondence; fluent French; 1st-class references; desires post home or abroad. 11611.

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REQUIRED by Ex-Naval Accountant Officer (Reserve), aged 34, a clerical post in a bank. Previous banking experience 14 years (1909–1923); war service 1914-1920. Has general knowledge of all branch agency work. Speaks and writes French. 10144.

EX-EDUCATION Officer, Cambridge Graduate, could receive resident pupil. All ordinary subjects. Ideal surroundings; home life; sea, tennis, golf; excellent testimonials. 11646

EX-OFFICER, age 50, seeks re-engagement as Manager of fully-licensed house in West Country, or would accept any position of trust; excellent references. Dis.251.

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SOLICITOR (35), M.A., Oxon, Commissioner for Oaths, desires partnership in old-established Conveyancing and General Country Practice; preferably in Chester or neighbouring counties. Wide experience in conveyancing, trust and family business and general practice. Able to introduce business; necessary capital available.—Box 246, Solicitors' Journal, 29, Breams-buildings, E.C.4.

PARTNER required in old-established conveyancing and general practice in South Coast market town (golf, shooting, boating, etc., available). Applicant must be ex-public school, articled in country, and capable of working without supervision. Some advocacy. Share £500—£600 or more, for sale. Prospects of increase. Write fully as to age, education, experience, etc.—Box 349, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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MISS AMY PENRITH—To Solicitors and others.—Wanted present address of the above-named, who may hear of something to her advantage. Recently heard of in Rhyl, Prestatyn and Llangollen.—Information to "E.K.," 45, Bassett-road, London, W.10.

INFORMATION is wanted by the executor of his mother's estate of the present address of HERBERT S. M. McMILLAN, who left Brockville, Ontario, in the fall of 1912, and has not been heard of since.—Address all communications to John M. Davidson, R. R. No. 3, Brockville, Ontario, Canada.

"COMTAT."—Will any person knowing the whereabouts of a WILL made by the late HENRI MARCEL COMTAT, who died on January 8th in Mexico City, kindly COMMUNICATE with J. Wilson, Export Division, Dunlop Rubber Company, Limited, St. James's House, St. James's-street, S.W.1.? Telephone, Gerrard 5812.

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